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P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

May 20, 2005

RECEIVED

VIA HAND DELIVERY

MAY 20 2005

Kentucky Public Service Commission
Attn: Mr. Jeff Cline
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

PUBLIC SERVICE
COMMISSION

RE: Application to Construct Wireless Communications Facility
Location: Friendship Road, Fordsville, Kentucky 42343
Applicant: New Cingular Wireless PCS, LLC
Site Name: Reynolds Station

Dear Mr. Cline:

On behalf of our client New Cingular Wireless PCS, LLC, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Ohio County outside the jurisdiction of a planning commission. We have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact us if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Pike", written over a horizontal line.

David A. Pike
Attorney for New Cingular Wireless PCS, LLC

Enclosures

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

THE APPLICATION OF)
NEW CINGULAR WIRELESS PCS, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC) CASE NO.: 2005-00204
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
FRIENDSHIP ROAD, FORDSVILLE, KENTUCKY 42343)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF OHIO)

RECEIVED

MAY 26 2005

PUBLIC SERVICE
COMMISSION

SITE NAME: REYNOLDS STATION

* * * * *

**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY**

New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

New Cingular Wireless PCS, LLC

c/o Pike Legal Group, PLLC
P.O. Box 369
Shepherdsville, KY 40165

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits the within application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable. Applicant limited liability company has provided a copy of the Certificate of Authority issued by the Secretary of State of the Commonwealth of Kentucky for the applicant entity as part of **Exhibit A**.

4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing

demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at Friendship Road, Fordsville, Kentucky 42343 (37° 38' 54.76" North latitude, 86° 46' 27.44" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Douglas Smith and Larry D. Smith pursuant to a Deed recorded at Deed Book 306, Page 114 in the office of the Ohio County Clerk. The proposed WCF will consist of a 350-foot tall tower, with an approximately 15-foot tall lightning arrester attached at the top, for a total height of 365- feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owners of such other facilities.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.

9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site. Information regarding the Applicant's efforts to achieve co-location in the vicinity is presented as **Exhibit E**.

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the Notice of Proposed

Construction or Alteration filed by Applicant with the FAA is attached as **Exhibit F**. Upon receiving authorization from the FAA, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Application for the proposed WCF is attached as **Exhibit G**. Upon receiving authorization from the KAZC, the Applicant will forward a copy of the determination as a supplement to this Application proceeding.

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated

agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Sabre Communications Corporation (“Tower Manufacturer”) performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of Keith J. Tindall, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. The Project Manager and Contractor for the proposed facility is Medley’s Project Management, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.

18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-F standards,

for a wind load of 70 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Richard C. Barrios. The site survey was performed by Darren L. Helms. The 500' Radius Map of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit K** and **Exhibit L**, respectively.

22. Applicant has notified the Ohio County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Ohio County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

24. The general area where the proposed facility is to be located is a wooded parcel. The surrounding area is agricultural. There is one residential structure located approximately 500-feet from the proposed tower location.

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant

carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410

WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorney for New Cingular Wireless PCS, LLC

LIST OF EXHIBITS

- A - Business Entity and FCC License Documentation
- B - Site Development Plan:
 - 500' Vicinity Map
 - Legal Descriptions
 - Flood Plain Certification
 - Site Plan
 - Vertical Tower Profile
- C - Tower and Foundation Design and Qualifications Statement
- D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
- E - Co-location Report
- F - Application to FAA
- G - Application to Kentucky Airport Zoning Commission
- H - Geotechnical Report
- I - Directions to WCF Site
- J - Copy of Real Estate Agreement
- K - Notification Listing
- L - Copy of Property Owner Notification
- M - Copy of County Judge/Executive Notice
- N - Copy of Posted Notices
- O - Copy of Radio Frequency Design Search Area

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION



Sherri A Lewis
RF Design Engineer
West Kentucky/Louisville
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

February 23, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed Cingular Wireless site called Reynolds Station, to be located in Ohio County, KY at Latitude 37-38-54.76 North, Longitude 086-46-27.44 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

Sherri A Lewis
RF Design Engineer

**Federal Communications Commission
Wireless Telecommunications Bureau**

Radio Station Authorization (Reference Copy)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Orange Licenses Holding, LLC

ATTN Kellye E. Abernathy
Orange Licenses Holding, LLC
17330 Preston Road, Suite 100A
Dallas, TX 75252

FCC Registration Number (FRN): 0012362919	
Call Sign: KNKN748	File Number:
Radio Service: CL - Cellular	
Market Number CMA445	Channel Block A
Sub-Market Designator 0	

Market Name Kentucky 3 - Meade
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Grant Date 08/21/2001	Effective Date 01/25/2005	Expiration Date 10/01/2011	Five Yr Build-Out Date 01/06/1997	Print Date 05/20/2005
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Site Information

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
2	36-49-19.8 N	086-40-30.2 W	283.5	58.2		1043423
Address			City	County	State	Construction Deadline
2235 Pilot Knob Road			AUBURN	SIMPSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	34.670	91.200	79.430	22.390	2.880	0.290	0.480	5.370
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	0.420	1.070	10.720	52.480	100.000	57.540	12.020	1.290
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	148.9	153.5	142.0	135.8	133.4	147.3	134.4	131.4
Transmitting ERP (watts)	38.020	6.170	0.410	0.350	2.630	19.500	74.130	95.500

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	36-47-00.6 N	086-17-12.4 W	242.6	110.6	1043428
Address			City	County	State
6131 Bowling Green Road			Scottsville	ALLEN	KY
Construction Deadline					

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	173.0	153.8	134.7	111.8	136.7	141.7	153.4	175.0
Transmitting ERP (watts)	53.960	4.810	0.300	0.160	0.160	0.230	5.400	49.210
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	173.0	153.8	134.7	111.8	136.7	141.7	153.4	175.0
Transmitting ERP (watts)	0.940	12.340	135.320	224.580	26.390	1.350	0.540	0.540

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	37-06-13.5 N	086-11-31.9 W	248.4	94.2	1043426
Address			City	County	State
HWY 31 W. 15.5 MILES NORTH OF BOWLING GREEN			BROWNSVILLE	EDMONSON	KY
Construction Deadline					

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	131.7	122.6	127.3	139.0	147.2	163.7	144.0	150.8
Transmitting ERP (watts)	81.280	25.120	12.590	13.180	54.950	95.500	100.000	100.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
9	37-57-06.1 N	086-24-38.3 W	260.0	98.1	1043429
Address			City	County	State
HWY 144 3 MILES E. OF UNION STAR			Hardinsburg	BRECKINRIDGE	KY
Construction Deadline					

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	166.2	147.6	139.4	152.5	161.0	189.7	186.6	177.7
Transmitting ERP (watts)	111.660	109.120	169.000	125.280	115.580	101.830	161.390	111.660

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	36-50-27.2 N	087-07-57.0 W	237.7		
Address			City	County	State
ELKTON CELL SITE 360C STOKES RD			ELKTON	TODD	KY
Construction Deadline					

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.1	110.3	95.1	104.1	113.2	107.3	94.4	86.1
Transmitting ERP (watts)	186.000	0.600	3.400	0.800	0.600	2.600	3.600	60.800
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.1	110.8	95.1	104.1	113.2	107.3	94.4	86.1
Transmitting ERP (watts)	0.600	0.500	2.500	2.000	105.600	142.400	0.800	2.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
12	37-24-18.2 N	086-14-13.9 W	256.0					
Address			City	County	State	Construction Deadline		
ANNETA CELL SITE INTERSECTION ON KY HWY 259 AND KY HWY 226			ANNETA	GRAYSON	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	100.0	80.0	93.1	105.9	102.2	116.2	91.2	97.2
Transmitting ERP (watts)	421.000	118.700	8.400	0.800	0.800	0.800	8.400	118.700
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	100.0	80.8	93.1	105.9	102.2	116.2	91.2	97.2
Transmitting ERP (watts)	0.800	0.800	8.400	118.700	421.000	118.700	8.400	0.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
13	37-06-40.2 N	085-58-42.9 W	321.9					
Address			City	County	State	Construction Deadline		
PREWITTS KNOB CELL SITE ON TOP OF PREWITTS KNOB 1.4 MILES SSW OF INT OF US31W &			CAVE CITY	BARREN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	180.4	196.9	183.3	181.6	192.6	186.0	179.1	172.1
Transmitting ERP (watts)	66.800	100.000	100.000	94.400	50.100	18.800	16.600	29.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
14	37-51-08.2 N	085-56-44.9 W	209.7					
Address			City	County	State	Construction Deadline		
RADCLIFF CELL SITE WILSON ROAD & CARDINAL LANE			RADCLIFF	HARDIN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
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Antenna Height AAT (meters)	98.8	125.8	139.6	73.1	66.5	85.4	83.0	107.6
Transmitting ERP (watts)	23.900	42.500	45.000	31.900	17.900	1.500	0.300	5.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	36-43-15.1 N	086-35-47.0 W	222.5		
Address			City	County	State
FRANKLIN CELL SITE 320 MCLENDEN AVENUE			FRANKLIN	SIMPSON	KY
			Construction Deadline		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	152.8	154.9	144.8	137.6	138.2	148.8	132.7	136.5
Transmitting ERP (watts)	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	37-03-58.8 N	087-00-53.8 W	218.2	96.3	1043427
Address			City	County	State
WEST OF DUNMOR ON BRADLEY LANDING ROAD			DUNMOR	LOGAN	KY
			Construction Deadline		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	39.370	82.880	78.030	31.940	3.950	0.410	0.400	5.800
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	0.520	1.160	11.890	53.500	88.500	71.160	16.940	1.700
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	167.0	151.2	153.7	171.1	146.6	124.7	123.8	143.4
Transmitting ERP (watts)	52.440	8.030	0.630	0.470	2.790	23.140	70.570	84.990

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	37-29-18.6 N	086-18-58.4 W	232.3	57.3	1002421
Address			City	County	State
Basham Road			LEITCHFIELD	GRAYSON	KY
			Construction Deadline		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4
Transmitting ERP (watts)	44.480	93.650	88.170	36.090	4.470	0.470	0.450	6.550
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°

Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4
Transmitting ERP (watts)	0.590	1.310	13.440	60.450	100.000	80.410	19.140	1.920
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	91.7	89.1	68.2	78.9	92.6	97.6	68.9	111.4
Transmitting ERP (watts)	59.250	9.070	0.710	0.530	3.150	26.150	79.740	96.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
19	37-14-22.1 N	086-15-59.7 W	229.8	123.4		1025100		
Address			City	County	State	Construction Deadline		
1400 POPLAR SPRINGS RD.			BROWNSVILLE	EDMONSON	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	31.140	65.550	61.720	25.260	3.130	0.330	0.320	4.590
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	0.410	0.910	9.410	42.320	70.000	56.290	13.400	1.340
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	147.7	154.7	128.2	144.4	166.1	172.5	183.0	171.8
Transmitting ERP (watts)	41.480	6.350	0.500	0.370	2.210	18.300	55.820	67.220

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
20	37-59-01.3 N	086-09-28.7 W	201.5	81.1		1061285		
Address			City	County	State	Construction Deadline		
754 Highway 448			Brandenburg	MEADE	KY	04/11/2001		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	92.2	83.5	117.0	68.4	53.9	77.8	79.5	125.9
Transmitting ERP (watts)	17.210	1.030	8.460	24.920	1.830	0.140	0.150	5.840
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	0.120	0.380	3.370	13.430	24.430	15.410	3.530	0.330
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	41.690	7.080	0.430	0.260	3.800	22.910	72.440	93.330

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.		
21	36-47-10.0 N	086-08-39.0 W	252.1	91.4		1043039		

Address	City	County	State	Construction Deadline
4.8 KM NORTHEAST OF	SCOTTSVILLE	ALLEN	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	138.8	115.6	100.7	102.2	58.4	94.9	118.4	129.8
Transmitting ERP (watts)	9.330	0.460	2.190	26.610	48.990	70.000	66.390	37.590

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	37-52-17.8 N	086-16-03.5 W	224.3	152.1	1043896
Address		City	County	State	Construction Deadline
Hwy 60 West		IRVINGTON	BRECKINRIDGE	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	120.2	109.4	87.2	91.1	109.4	110.8	146.3	104.1
Transmitting ERP (watts)	29.030	29.030	29.030	29.030	29.030	29.030	29.030	29.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	36-42-08.6 N	086-33-19.0 W	217.0	114.3	1200032
Address		City	County	State	Construction Deadline
Turners Ford Road		Franklin	SIMPSON	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	37.150	89.130	79.430	25.700	3.160	0.410	0.410	7.410
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	0.120	0.380	3.370	13.430	24.430	15.410	3.530	0.330
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	112.8	115.2	97.0	88.0	77.5	98.2	103.3	100.3
Transmitting ERP (watts)	41.690	7.080	0.430	0.260	3.800	22.910	72.440	93.330

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	37-12-42.2 N	087-12-22.3 W	172.2	49.1	1048711
Address		City	County	State	Construction Deadline
SAWMILL LANE		LUZERNE	MUHLENBERG	KY	

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	76.0	77.3	88.5	65.9	49.4	75.2	85.5	69.7

Transmitting ERP (watts)	70.960	39.000	70.960	200.000	79.620	35.570	79.620	200.000
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	76.0	77.3	88.5	65.9	49.4	75.2	85.5	69.7
Transmitting ERP (watts)	70.960	39.000	70.960	200.000	79.620	35.570	79.620	200.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
25	36-49-53.1 N	086-54-51.9 W	253.9	78.6	1043422			
Address			City	County	State	Construction Deadline		
.4 MILES N. OF HWY 79, .1 MILE W. OF HWY 68 BYPASS			LEWISBURG	LOGAN	KY			

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	34.670	91.200	79.430	22.390	2.880	0.290	0.480	5.370
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	0.200	0.660	10.720	31.440	11.750	34.470	12.020	0.790
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	138.4	122.1	140.3	155.6	149.1	138.7	145.2
Transmitting ERP (watts)	38.020	6.170	0.410	0.350	2.630	19.500	74.130	95.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
26	36-59-56.8 N	086-26-54.9 W	151.8	39.6				
Address			City	County	State	Construction Deadline		
927 Payne Street			Bowling Green	WARREN	KY	09/13/2005		

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	13.040	38.480	32.750	8.420	1.010	0.100	0.130	1.760
Antenna: 2 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	0.100	0.410	3.590	20.660	43.170	23.180	4.420	0.440
Antenna: 3 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	29.9	29.9	32.2	29.9	29.9	29.9	29.9	29.9
Transmitting ERP (watts)	14.970	2.160	0.160	0.100	0.860	7.160	30.560	40.290

Control Points

--	--	--	--	--	--	--	--	--

Control Point No.	Address	City	County	State	Telephone Number
1	1650 Lyndon Farms Court	LOUISVILLE		KY	(502)329-4700

Waivers/Conditions

The Cellular Geographic Service Areas of the following cellular systems (listed by call sign) have been combined: KNKA672, KNKA517, KNKA806, KNKA654, KNKA208, KNKA558, KNKA661, KNKA762, KNKN445, KNKN449, KNKN340, KNKN307, KNKN830. KNKN674 AND KNKN748.

Conditions
 Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

**FCC 601 - C
 August 2002**

CLOSE WINDOW

Commonwealth of Kentucky
Trey Grayson
Secretary of State

Certificate of Authorization

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company organized under the laws of the state of DE, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

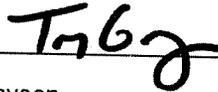
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 1st day of February, 2005.

Certificate Number: 10293

Jurisdiction: New Cingular Wireless PCS, LLC

Visit <http://www.sos.ky.gov/obdb/certvalidate.aspx> to validate the authenticity of this certificate.





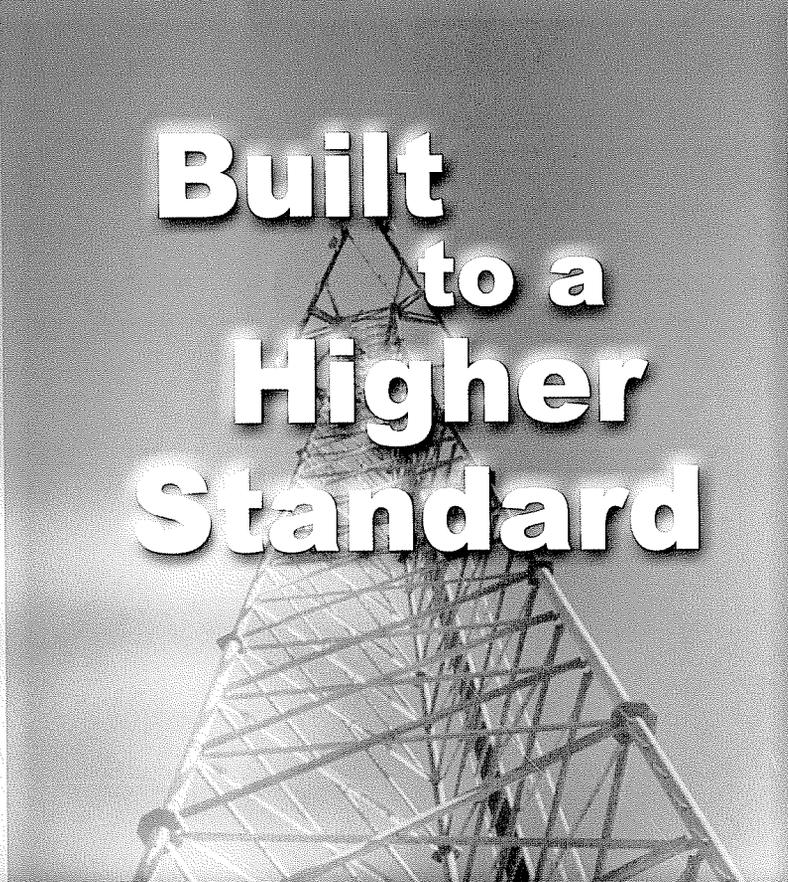
Trey Grayson
Secretary of State
Commonwealth of Kentucky
10293/0481848

EXHIBIT B

SITE DEVELOPMENT PLAN:

**500' VICINITY MAP
LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION
SITE PLAN
VERTICAL TOWER PROFILE**

EXHIBIT C
TOWER AND FOUNDATION DESIGN
AND
STATEMENT OF QUALIFICATIONS



Built to a Higher Standard

BECHTEL CORPORATION

350' Sabre Model 3600 SRWD

***Reynolds Station 3356, KY
24782-515-POA-EFX2-00093***

Sabre Job Number 05-03339

REVISED STAMPED PERMIT DRAWINGS

RECEIVED
MAY 05 2005

***YOUR SABRE
REPRESENTATIVE IS
Lora Keithley
1-800-369-6690 EXT. 217***



2101 Murray Street • P.O. Box 658 • Sioux City, IA 51102
Phone 712-258-6690 • FAX 712-258-8250



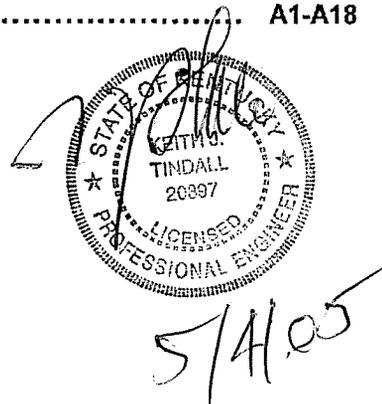
Structural Design Report
 350' 3600SRWD Guyed Tower
 located at: Reynolds Station 3356, KY
 Site Number: KT0488
 P.O. #24782-515-POA-EFX2-00093

prepared for: Cingular Wireless
 by: Sabre Communications Corporation TM

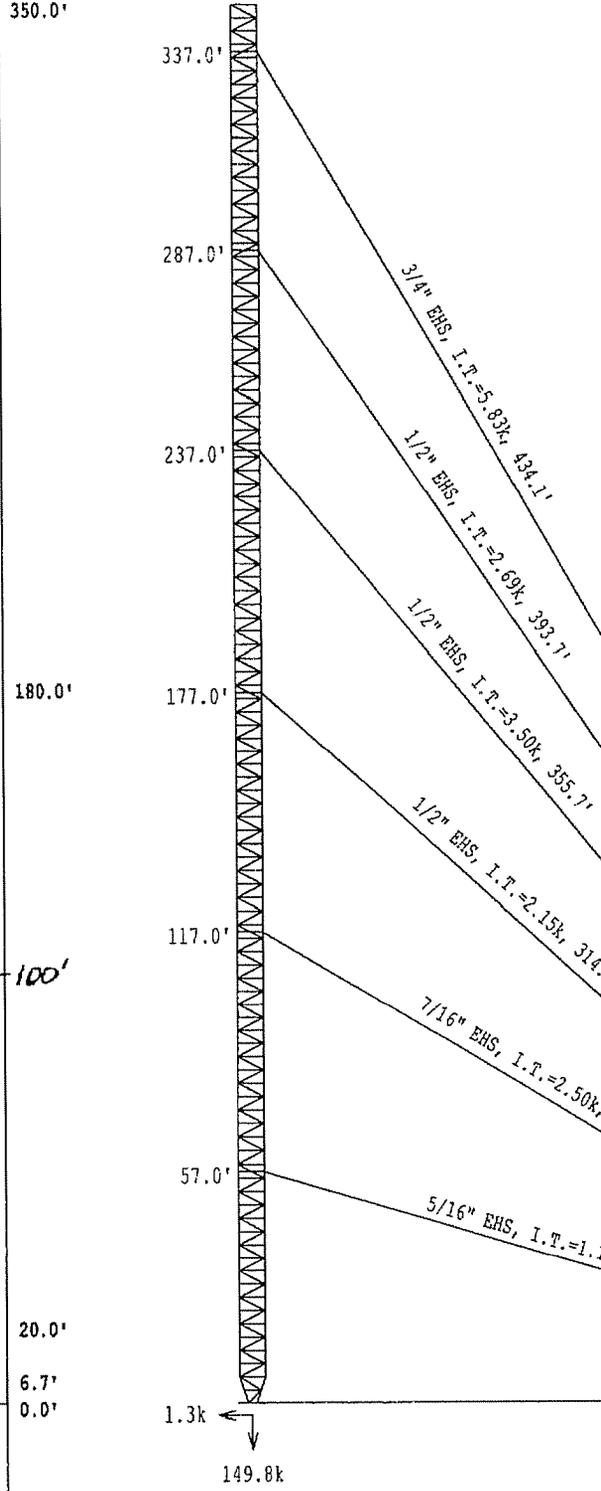
Job Number: 05-03339
 Revision A
 May 3, 2005

Tower Profile.....	1
Line Arrangement.....	2
Foundation Design Summary.....	3-4
Maximum Leg Loads and Face Shears.....	5
Maximum Deflections, Tilts and Twists.....	6
Maximum Guy Tensions, Anchor Loads and Base Loads.....	7
Calculations.....	A1-A18

Prepared by AKA
 Checked by JAV
 Approved by KJT



Leg	A	SR 2" Φ	SR 1-3/4" Φ
	B	SR 1" Φ	SR 7/8" Φ
Diagonal	50 ksi	Welded Sections	
Horizontal	36 ksi	105 @ 3.3'	
Brace Bolts	36 ksi	3.0'	
Face Width	3.01.0'	180.0'	
Panel Height # Panels	6.7' 0.0'	350.0'	



NOTES:

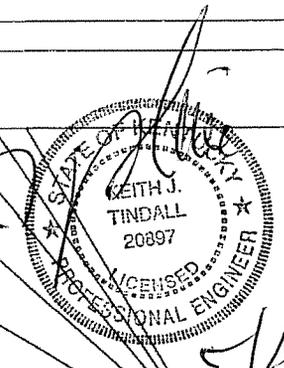
1. The tower model is 3600SRWD.
2. Lines are to be attached as shown on the cross-section drawing.
3. Guy lengths shown are not cut lengths.
4. Azimuths are relative (not based on true north).
5. Foundation loads shown are maximums.
6. Use 2-1/4" diameter (Fy = 50 ksi) anchor rods.
7. This structure is also adequate to support a lightning rod and lighting system.

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1	350	(9) 778X105M85V1 + 3T-Boom (12' Face)	(9) 1 5/8
2	350	(9) TMA	
3	350	(2) 1 sq. ft. flat area	(2) 7/8
4	340	(9) 5 sq. ft. flat area + 3T-Boom (10' Face)	(9) 1 5/8
5	330	(9) 5 sq. ft. flat area + 3T-Boom (10' Face)	(9) 1 5/8

MATERIAL LIST

NO	TYPE
A	SR 2-1/4" Φ
B	SR 1-1/4" Φ



Elevation view of face at 60.00 deg., guy(s) to anchor(s) at azimuth 0.00 deg.



Sabre Communications
 P.O. Box 658, Sioux City, Iowa 51102-0658
 Phone: (712) 258-6690 Fax: (712) 258-8250

Client: Cingular Wireless	Job No: 05-03339A	Date: 3 may 2005
Location: Reynolds Station 3356, KY	Total Height: 350.00' Tower Height: 350.00'	
Standard: ANSI/TIA/EIA 222-F 1996	Design Wind & Ice: 70 mph + 0.5 ice	



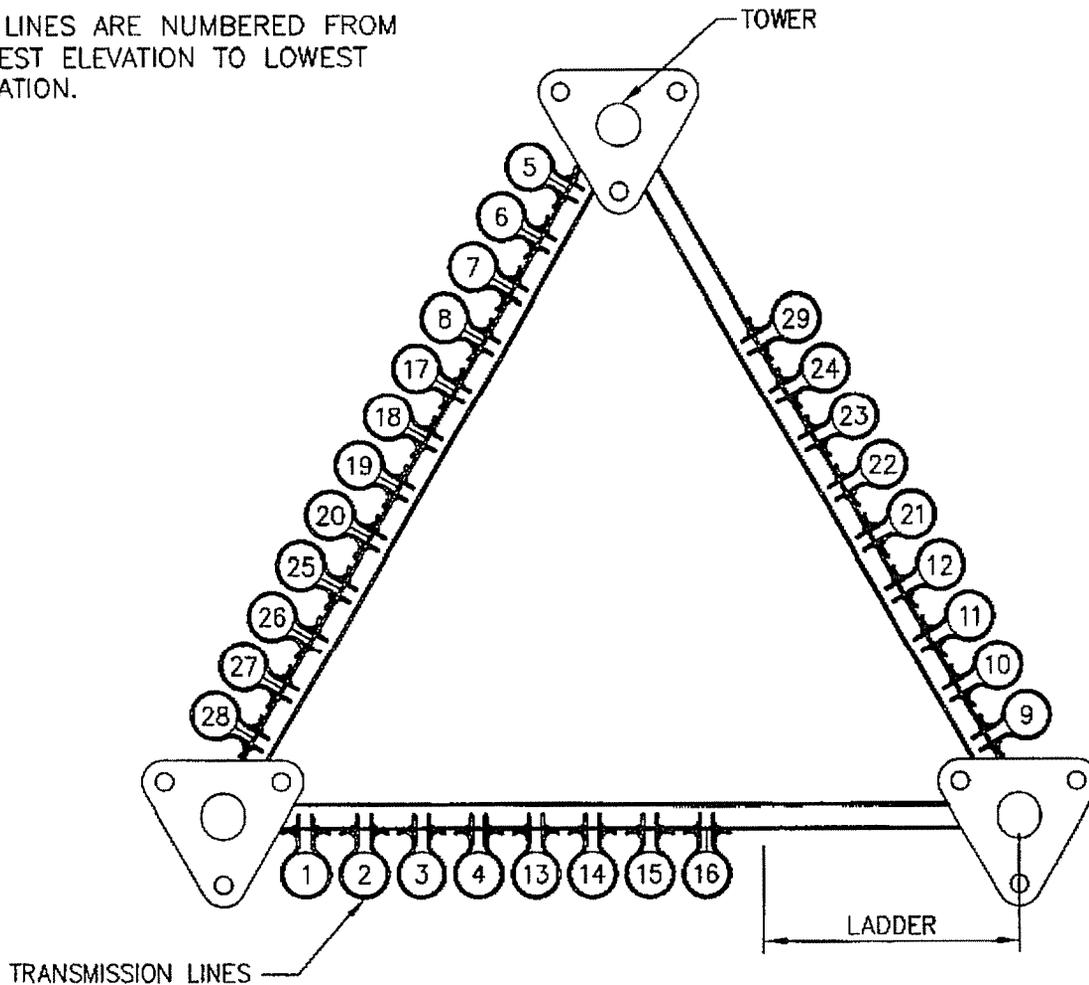
NO.: 05-03339
PAGE: 2
DATE: 4/4/05
BY: ARH

CUSTOMER: Cingular Wireless
SITE: Reynolds Station 3356, KY

350 FT. MODEL 3600SRWD GUYED TOWER (36" FACE) AT
70 MPH WIND + 1/2" ICE PER ANSI/TIA/EIA-222-F-1996,
ANTENNA LOADING PER PAGE 1.

NOTE:

THE LINES ARE NUMBERED FROM
HIGHEST ELEVATION TO LOWEST
ELEVATION.



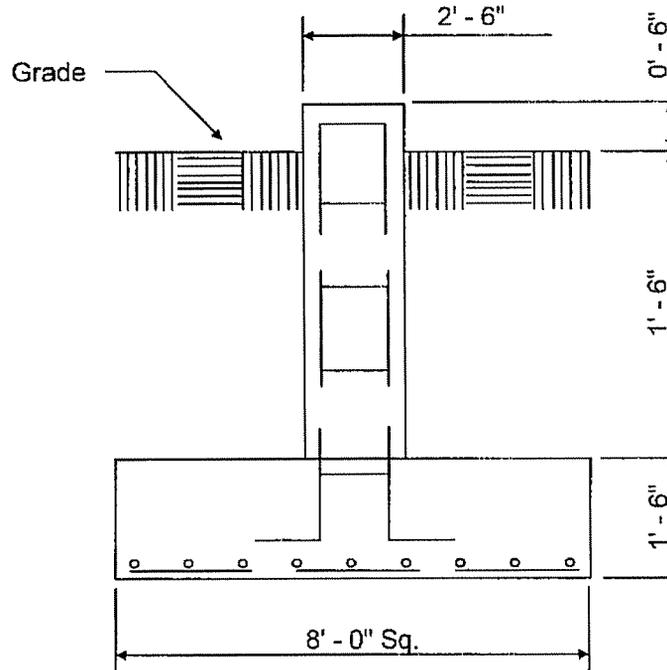
LINE ARRANGEMENT

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or in part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

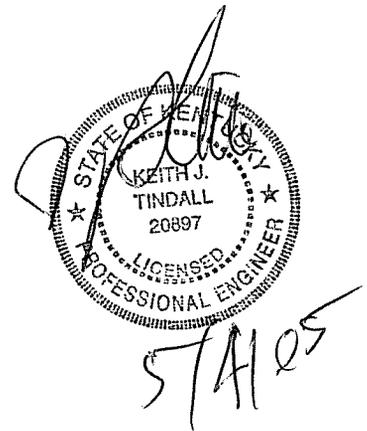


Customer: Cingular Wireless
Site: Reynolds Station 3356, KY

350' Model 3600SRWD Guyed Tower At
 70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.
 Antenna Loading per Page 1



TOWER BASE
 (3.92 Cu. Yds. Each)



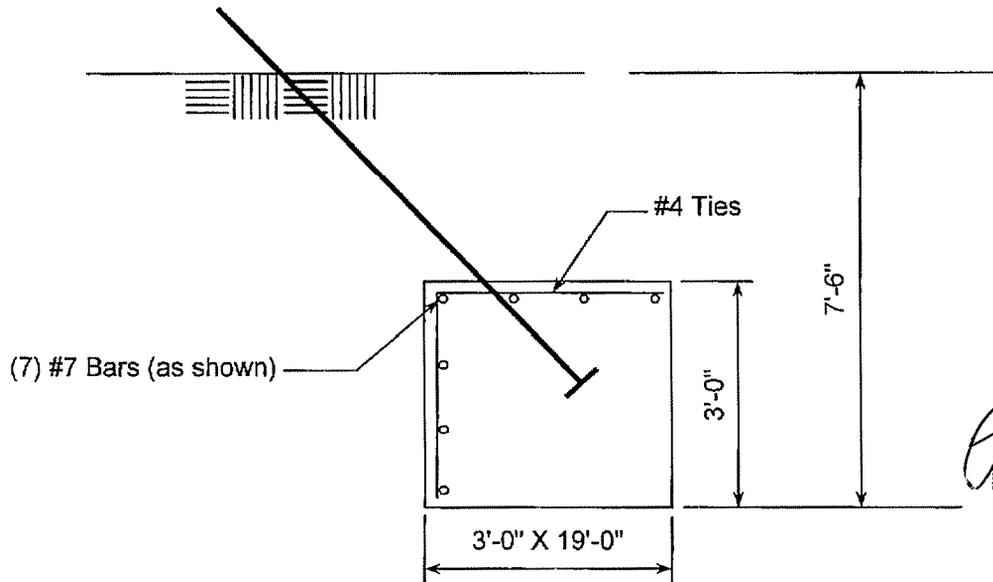
Rebar Schedule	
PIER	(6) #7 vertical rebar w/ #3 ties @12" spacing
PAD	(9) #7 horizontal rebar Ea. Way Evenly Spaced Bottom Only

NOTES

- 1.) Concrete shall have a minimum 28 day compressive strength of 3000 PSI, in accordance with ACI 318-02.
- 2.) Rebar to conform to ASTM specification A615 Grade 60.
- 3.) All rebar to have a minimum of 3" concrete cover.
- 4.) All exposed concrete corners to be chamfered 3/4".
- 5.) The foundation design is based on the geotechnical report by Terracon, project no. 57047491G, dated March 1, 2005.
- 6.) See the geotechnical report for compaction requirements, if specified.

Customer: Cingular Wireless
Site: Reynolds Station 3356, KY

350' Model 3600SRWD Guyed Tower At
70 mph Wind + 0.5 in. Ice per ANSI/TIA/EIA-222-F-1996.
Antenna Loading per Page 1

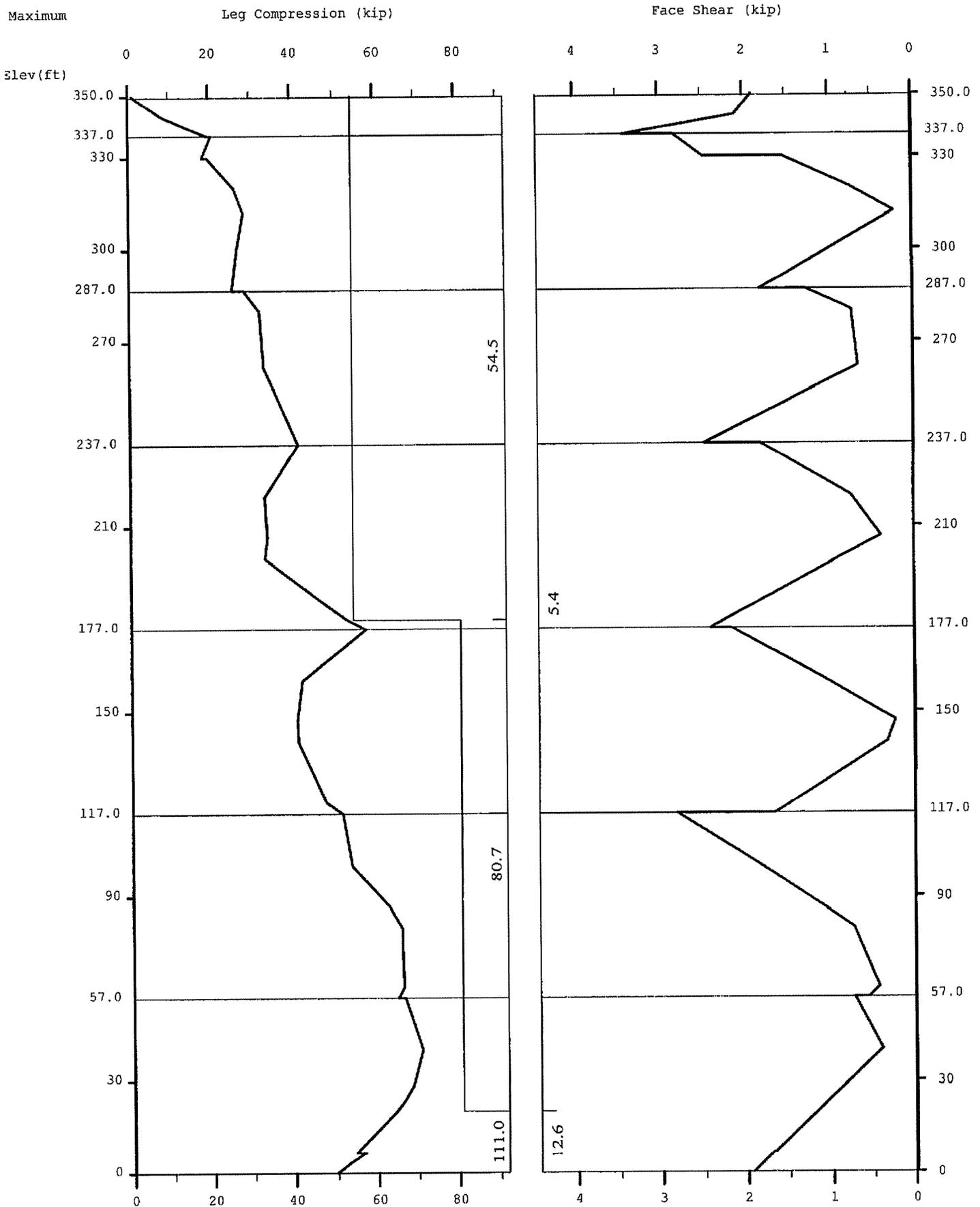


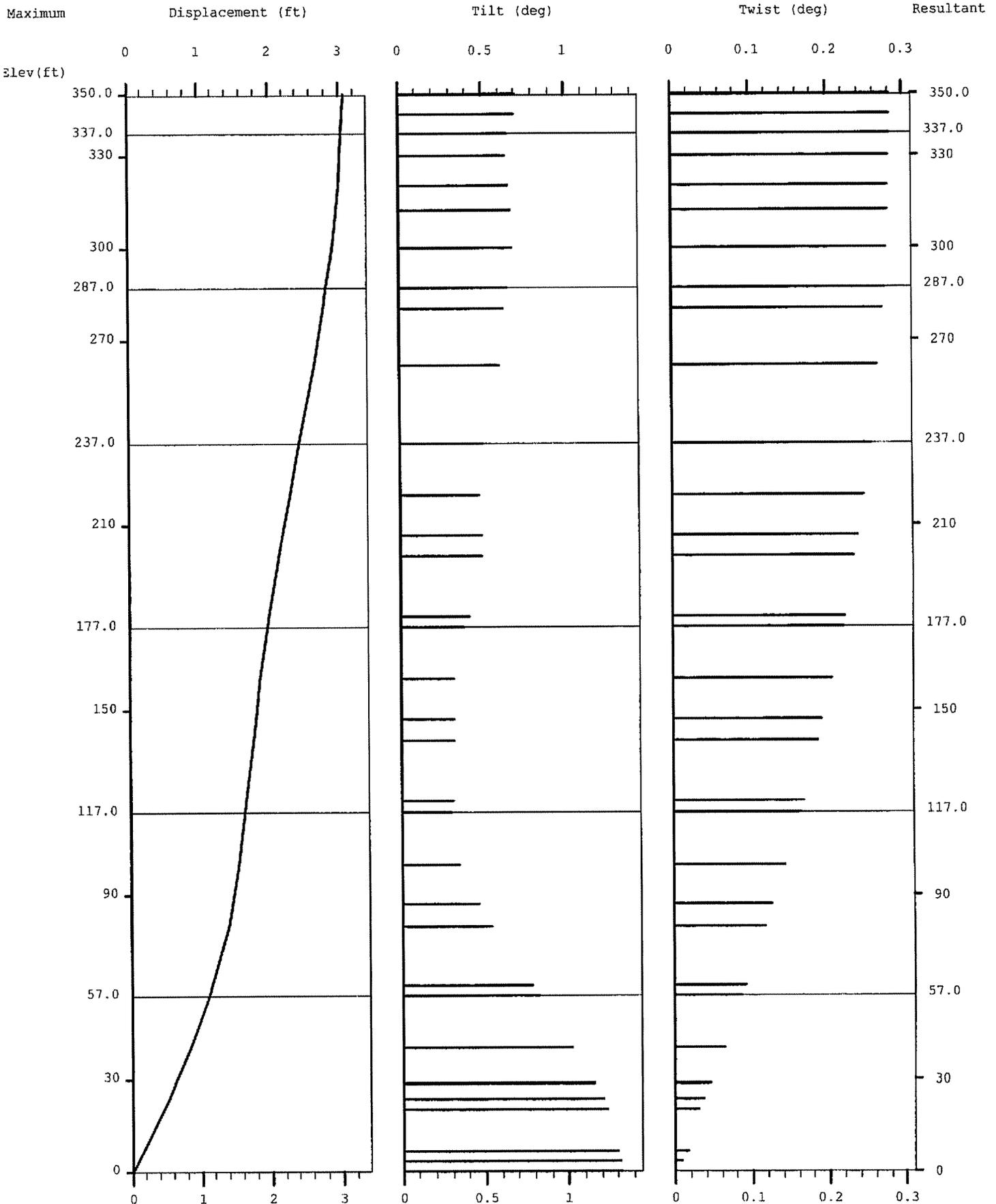
GUY ANCHOR
(6.33 Cu. Yds. Concrete)
(3 required)

Rebar Schedule Per Anchor	
GUY ANCHOR	(7) #7 horizontal rebar X 18'-6"
	(20) #4 ties evenly spaced

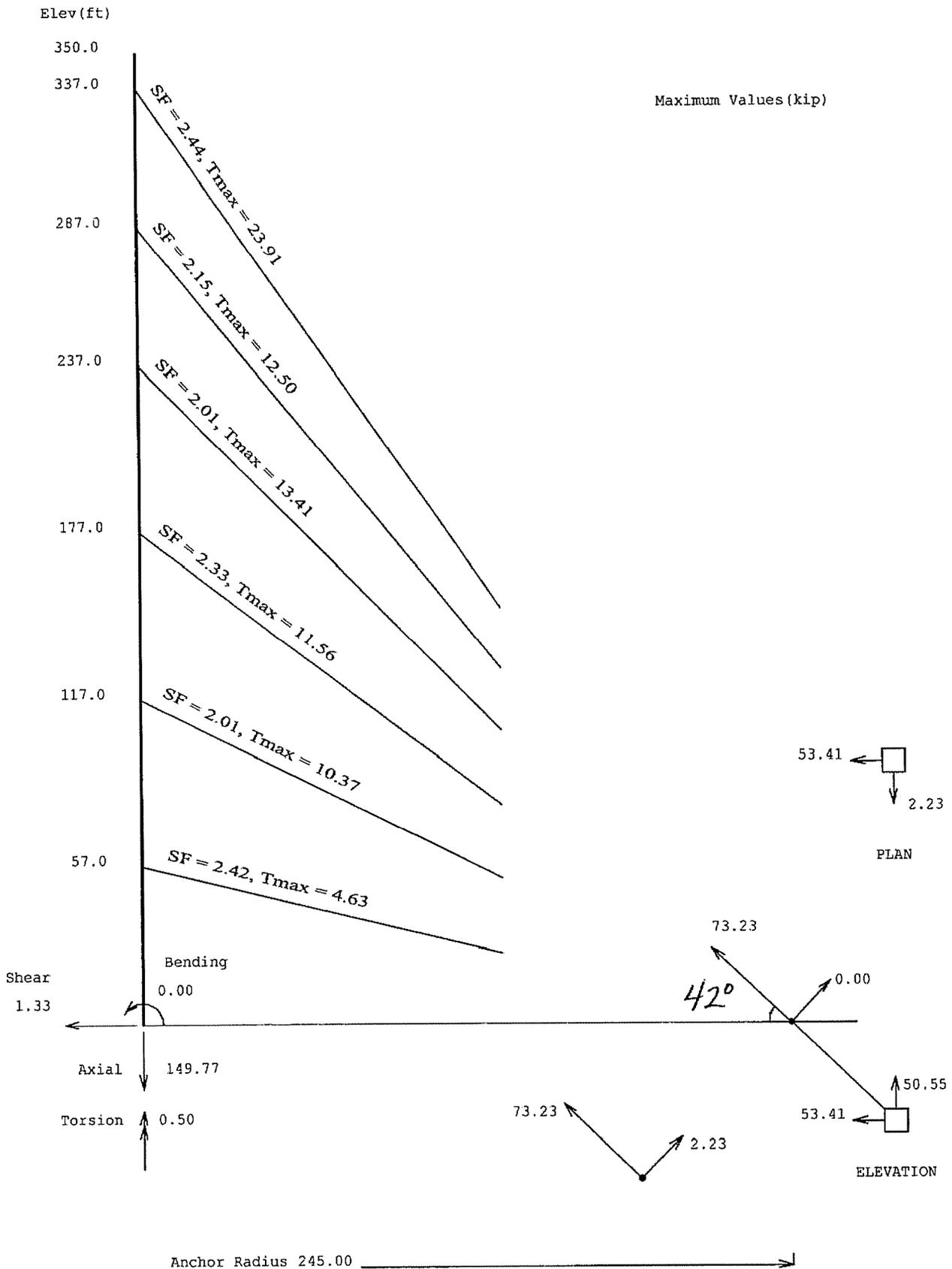
NOTES

- 1.) Concrete shall have a minimum 28 day compressive strength of \square 3000 PSI, in accordance with ACI 318-02.
- 2.) Rebar to conform to ASTM specification A615 Grade 60.
- 3.) All rebar to have a minimum of 3" concrete cover.
- 4.) The foundation design is based on the geotechnical report by Terracon, project no. 57047491G, dated March 1, 2005.
- 5.) See the geotechnical report for compaction requirements, if specified.





Guy Tensions, Anchor Loads and Base Loads



GUYMAST (USA)-Guyed Tower Analysis
 Processed under license at:

(c)1997 Guymast Inc. 416-736-7453

Sabre Communications

on: 3 may 2005 at: 9:41:12

350' 3600SRWD 70 MPH (05-03339A) 5-3-05 ARH

MAST DATA

UPPER ELEV FT	MAST TYPE OF WEB	NO OF LEGS *	FACE WIDTH FT *	GEOM PANEL HEIGHT FT *	X-SECTION-AREA ONE LEG IN.SQ.	AREA ONE DIAG IN.SQ. *	BARE WEIGHT K/FT.	ELASTIC MODULUS KIP/IN.SQ	TEMP COEFF /DEG
350.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
330.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
320.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
300.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
280.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
260.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
240.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
220.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
200.0	4	3	3.000	3.333	2.410	0.790	0.041	29000.0	0.0000116
180.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
160.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
140.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
120.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
100.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
80.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
60.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
40.0	4	3	3.000	3.333	3.140	0.790	0.049	29000.0	0.0000116
20.0	4	3	3.000	3.333	3.980	1.230	0.064	29000.0	0.0000116
6.7	4	3	2.236	3.333	3.980	1.230	0.061	29000.0	0.0000116

* If NO OF LEGS is 1 : that part of the mast is assumed to be cylindrical
 and : FACE WIDTH = outside diameter
 PANEL HEIGHT = thickness
 AREA OF DIAG = Poisson ratio

GUY GEOMETRY

=====

ELEV	GUY AZI	DIAMETER	HEIGHT	RADIUS	MAST ATTACH RADIUS	ATTACH AZI	INITIAL TENSION
FT	DEG	IN.	FT.	FT.	FT.	DEG	KIP
337.0	240.0	0.750	341.0	245.0	1.730	240.0	5.830
337.0	120.0	0.750	333.0	245.0	1.730	120.0	5.830
337.0	0.0	0.750	360.0	245.0	1.730	0.0	5.830
287.0	240.0	0.500	291.0	245.0	1.730	240.0	2.690
287.0	120.0	0.500	283.0	245.0	1.730	120.0	2.690
287.0	0.0	0.500	310.0	245.0	1.730	0.0	2.690
237.0	240.0	0.500	241.0	245.0	1.730	240.0	3.500
237.0	120.0	0.500	233.0	245.0	1.730	120.0	3.500
237.0	0.0	0.500	260.0	245.0	1.730	0.0	3.500
177.0	240.0	0.500	181.0	245.0	1.730	240.0	2.150
177.0	120.0	0.500	173.0	245.0	1.730	120.0	2.150
177.0	0.0	0.500	200.0	245.0	1.730	0.0	2.150
117.0	240.0	0.438	121.0	245.0	1.730	240.0	2.500
117.0	120.0	0.438	113.0	245.0	1.730	120.0	2.500
117.0	0.0	0.438	140.0	245.0	1.730	0.0	2.500
57.0	240.0	0.313	61.0	245.0	1.730	240.0	1.120
57.0	120.0	0.313	53.0	245.0	1.730	120.0	1.120
57.0	0.0	0.313	80.0	245.0	1.730	0.0	1.120

GUY MATERIAL PROPERTIES

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ELEV	GUY AZI	BREAKING STRENGTH	GUY WEIGHT	GUY AREA	ELASTIC MODULUS	THERMAL COEFF	UNSTRESS LENGTH
FT	DEG	KIP	LBS/FT	IN. SQ	KIP/IN. SQ	/DEG	FT
337.0	240.0	58.300	1.180	0.338	19000.0	0.0000120	418.515
337.0	120.0	58.300	1.180	0.338	19000.0	0.0000120	412.033
337.0	0.0	58.300	1.180	0.338	19000.0	0.0000120	434.106
287.0	240.0	26.900	0.525	0.150	20000.0	0.0000120	378.966
287.0	120.0	26.900	0.525	0.150	20000.0	0.0000120	372.867
287.0	0.0	26.900	0.525	0.150	20000.0	0.0000120	393.716
237.0	240.0	26.900	0.525	0.150	20000.0	0.0000120	342.039
237.0	120.0	26.900	0.525	0.150	20000.0	0.0000120	336.463
237.0	0.0	26.900	0.525	0.150	20000.0	0.0000120	355.651
177.0	240.0	26.900	0.525	0.150	20000.0	0.0000120	303.034
177.0	120.0	26.900	0.525	0.150	20000.0	0.0000120	298.331
177.0	0.0	26.900	0.525	0.150	20000.0	0.0000120	314.737
117.0	240.0	20.800	0.388	0.115	21000.0	0.0000120	271.430
117.0	120.0	20.800	0.388	0.115	21000.0	0.0000120	267.967
117.0	0.0	20.800	0.388	0.115	21000.0	0.0000120	280.398
57.0	240.0	11.200	0.222	0.059	21000.0	0.0000120	250.596
57.0	120.0	11.200	0.222	0.059	21000.0	0.0000120	248.773
57.0	0.0	11.200	0.222	0.059	21000.0	0.0000120	255.876

FACTORED LEG AND FACE SHEAR RESISTANCE

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BOTTOM ELEV	TOP ELEV	LEG COMP	FACE SHEAR
ft	ft	kip	kip

0.00	20.00	111.00	12.61
20.00	40.00	80.69	5.38
40.00	60.00	80.69	5.38
60.00	80.00	80.69	5.38
80.00	100.00	80.69	5.38
100.00	120.00	80.69	5.38
120.00	140.00	80.69	5.38
140.00	160.00	80.69	5.38
160.00	180.00	80.69	5.38
180.00	200.00	54.45	5.38
200.00	220.00	54.45	5.38
220.00	240.00	54.45	5.38
240.00	260.00	54.45	5.38
260.00	280.00	54.45	5.38
280.00	300.00	54.45	5.38
300.00	320.00	54.45	5.38
320.00	330.00	54.45	5.38
330.00	350.00	54.45	5.38

LOADING CONDITION A

70 MPH + NO ICE WIND AZ 0 DEGREES

* 12 wind directions were analyzed, with & without ice. Only two conditions are shown in full.

MAST LOADING

LOAD TYPE	ELEV FT	.FORCES (KIP & KIP/FT)			.MOMENTS (FT.K & FT.K/FT)			ANT-ORIENT	
		N	E	DOWN	N	E	TORSION	AZI DEG	VERT DEG
C	350.0	-2.840	0.000	2.708	0.00	0.00	0.00	0.0	0.00
C	340.0	-1.630	0.000	2.580	0.00	0.00	0.00	0.0	0.00
C	330.0	-1.620	0.000	2.580	0.00	0.00	0.00	0.0	0.00
D	350.0	-0.045	0.000	0.058	0.00	0.00	0.00		
D	340.0	-0.045	0.000	0.058	0.00	0.00	0.00		
D	340.0	-0.065	0.000	0.067	0.00	0.00	0.00		
D	330.0	-0.064	0.000	0.067	0.00	0.00	0.00		
D	330.0	-0.097	0.000	0.076	0.00	0.00	0.00		
D	320.0	-0.097	0.000	0.076	0.00	0.00	0.00		
D	320.0	-0.096	0.000	0.076	0.00	0.00	0.00		
D	300.0	-0.095	0.000	0.076	0.00	0.00	0.00		
D	300.0	-0.094	0.000	0.076	0.00	0.00	0.00		
D	280.0	-0.094	0.000	0.076	0.00	0.00	0.00		
D	280.0	-0.092	0.000	0.076	0.00	0.00	0.00		
D	260.0	-0.092	0.000	0.076	0.00	0.00	0.00		
D	260.0	-0.090	0.000	0.076	0.00	0.00	0.00		
D	240.0	-0.090	0.000	0.076	0.00	0.00	0.00		
D	240.0	-0.088	0.000	0.076	0.00	0.00	0.00		
D	220.0	-0.087	0.000	0.076	0.00	0.00	0.00		
D	220.0	-0.086	0.000	0.076	0.00	0.00	0.00		
D	200.0	-0.085	0.000	0.076	0.00	0.00	0.00		
D	200.0	-0.083	0.000	0.076	0.00	0.00	0.00		
D	180.0	-0.083	0.000	0.076	0.00	0.00	0.00		
D	180.0	-0.082	0.000	0.084	0.00	0.00	0.00		
D	160.0	-0.081	0.000	0.084	0.00	0.00	0.00		
D	160.0	-0.079	0.000	0.084	0.00	0.00	0.00		

MAST ELEV FT	MAX LEG LOADS					MAX TORSN	FACE BEAM	SHEARS TOTAL
	AXIAL	BENDING TENS	COMP	TOTAL TENS	COMP			
350.00	1.2M	0.0F	0.0B	0.0A	1.20	0.0A	1.9D	1.9D
343.50	1.3M	7.5E	7.5G	6.4E	8.5G	0.0D	2.1D	2.1D
	1.3M	7.5E	7.5G	6.4E	8.5G	0.0D	2.1D	2.1D
337.00	2.7M	17.6E	17.7G	15.6E	19.7G	0.0D	3.4D	3.4D
	14.0W	8.8E	8.7G	0.0A	20.5G	0.0D	2.8R	2.8R
330.00	14.2W	5.4W	5.2M	0.0A	18.5N	0.0D	2.4R	2.5R
	15.4W	5.4W	5.2M	0.0A	19.6N	0.0D	1.5R	1.5R
320.00	15.8W	12.5S	11.8M	0.0A	26.0M	0.0D	0.7R	0.7R
	15.8W	12.5S	11.8M	0.0A	26.0M	0.0D	0.7R	0.7R
312.00	16.2W	14.7S	13.8M	0.0A	28.4M	0.0D	0.2K	0.2K
	16.2W	14.7S	13.8M	0.0A	28.4M	0.0D	0.2K	0.2K
300.00	16.7W	12.0S	11.5M	0.0A	26.6M	0.0D	1.0L	1.0B
	16.7W	12.0S	11.5M	0.0A	26.6M	0.0D	1.0L	1.0B
287.00	17.3W	8.3E	11.4K	0.0A	25.5K	0.0D	-1.8V	1.8X
	23.0W	6.0S	7.4K	0.0A	28.3N	0.0V	1.2R	1.3P
280.00	23.3W	10.3S	10.7M	0.0A	32.1N	0.0V	0.7R	0.7P
	23.3W	10.3S	10.7M	0.0A	32.1N	0.0V	0.7R	0.7P
262.00	24.1W	10.4S	10.8M	0.0A	33.1N	0.0V	0.7X	0.7O
	24.1W	10.4S	10.8M	0.0A	33.1N	0.0V	0.7X	0.7O
237.00	25.2W	15.9A	21.6K	0.0A	41.3K	0.0V	2.5X	2.5N
	30.8W	12.0E	17.6K	0.0A	41.5K	0.1V	-1.7P	1.8P
220.00	31.5W	3.0G	5.9G	0.0A	33.2N	0.1V	-0.7D	0.7D
	31.5W	3.0G	5.9G	0.0A	33.2N	0.1V	-0.7D	0.7D
207.00	32.1W	2.7W	3.4G	0.0A	33.7W	0.1V	-0.4N	0.4M
	32.1W	2.7W	3.4G	0.0A	33.7W	0.1V	-0.4N	0.4M
200.00	32.4W	2.3C	4.3G	0.0A	33.2S	0.1V	-0.9N	0.9N
	32.4W	2.3C	4.3G	0.0A	33.2S	0.1V	-0.9N	0.9N

180.35	33.3W	17.7M	19.8S	0.0A	52.8S	0.1V	-2.2N	2.2N
	33.3W	17.7M	19.8S	0.0A	52.8S	0.1V	-2.2N	2.2N
177.00	33.4W	22.0M	24.4S	0.0A	57.6S	0.1V	-2.5N	2.4N
	37.7W	18.2Q	20.6S	0.0A	57.7S	0.1V	2.1V	2.2V
160.00	38.4W	4.9U	4.1S	0.0A	42.0S	0.1V	-1.00	1.1V
	38.4W	4.9U	4.1S	0.0A	42.0S	0.1V	-1.00	1.1V
147.00	39.0W	3.3W	2.1X	0.0A	40.7W	0.1V	-0.20	0.20
	39.0W	3.3W	2.1X	0.0A	40.7W	0.1V	-0.20	0.20
140.00	39.4W	3.3W	2.2X	0.0A	41.1W	0.1V	0.3T	0.3U
	39.4W	3.3W	2.2X	0.0A	41.1W	0.1V	0.3T	0.3U
120.78	40.3W	12.0M	8.5R	0.0A	48.0S	0.1V	1.5T	1.4T
	40.3W	12.0M	8.5R	0.0A	48.0S	0.1V	1.5T	1.4T
117.00	40.4W	15.3M	11.7S	0.0A	51.6S	0.1V	1.7T	1.7T
	43.5W	12.8Q	9.5R	0.0A	51.8S	0.1V	2.7R	2.8P
100.00	44.3W	18.7W	10.5X	0.0A	53.9W	0.1V	1.7R	1.8P
	44.3W	18.7W	10.5X	0.0A	53.9W	0.1V	1.7R	1.8P
87.00	44.9W	30.6W	20.9M	0.0A	63.0X	0.1V	1.0R	1.1P
	44.9W	30.6W	20.9M	0.0A	63.0X	0.1V	1.0R	1.1P
80.00	45.2W	33.9W	24.1M	0.0A	66.2X	0.1V	0.6R	0.7P
	45.2W	33.9W	24.1M	0.0A	66.2X	0.1V	0.6R	0.7P
60.33	46.1W	31.9W	23.6M	0.0A	66.3X	0.1V	-0.5B	0.4I
	46.1W	31.9W	23.6M	0.0A	66.3X	0.1V	-0.5B	0.4I
57.00	46.3W	30.0W	22.2M	0.0A	65.1X	0.1V	-0.6B	0.6B
	47.2W	30.7W	23.0M	0.0A	66.6X	0.2V	0.6F	0.7P
40.00	48.0W	34.0W	26.7M	0.0A	70.8X	0.2V	0.4W	0.4W
	48.0W	34.0W	26.7M	0.0A	70.8X	0.2V	0.4W	0.4W
28.50	48.5W	29.8W	23.8M	0.0A	68.6X	0.2V	0.8W	0.8W
	48.5W	29.8W	23.8M	0.0A	68.6X	0.2V	0.8W	0.8W
23.33	48.7W	26.3W	21.2M	0.0A	66.4X	0.2V	1.0W	1.0W
	48.7W	26.3W	21.2M	0.0A	66.4X	0.2V	1.0W	1.0W
20.00	48.9W	23.6W	19.1M	0.0A	64.6X	0.2V	1.1W	1.2W
	48.9W	23.6W	19.1M	0.0A	64.6X	0.2V	1.1W	1.2W

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6.67	49.6W	9.2W	7.5M	0.0A	54.5X	0.2V	1.7X	1.7W
	49.6W	12.3W	10.1M	0.0A	56.9X	0.3V	1.7X	1.7W
3.33	49.8W	6.3W	5.2M	0.0A	53.0W	0.3V	1.8X	1.8W
	49.8W	6.3W	5.2M	0.0A	53.0W	0.3V	1.8X	1.8W
0.00	49.9W	0.0W	0.0S	0.0A	49.9W	0.3V	1.9X	1.9W

CAPACITY RATIO TABLE

MAST ELEV FT	LEG LOAD		COMP/ CAP RATIO	FACE SHEAR		
	MAX COMP	COMP CAP		MAX FACE SHEAR	FACE SHEAR CAP	COMP/ CAP RATIO
350.00	1.16	54.45	0.02	1.89	5.38	0.35
	8.51	54.45	0.16	2.09	5.38	0.39
343.50	8.51	54.45	0.16	2.09	5.38	0.39
	19.69	54.45	0.36	3.41	5.38	0.63
337.00	20.53	54.45	0.38	2.82	5.38	0.52
	18.49	54.45	0.34	2.46	5.38	0.46
330.00	19.64	54.45	0.36	1.53	5.38	0.28
	26.05	54.45	0.48	0.74	5.38	0.14
320.00	26.04	54.45	0.48	0.74	5.38	0.14
	28.43	54.45	0.52	0.23	5.38	0.04
312.00	28.43	54.45	0.52	0.23	5.38	0.04
	26.63	54.45	0.49	0.97	5.38	0.18
300.00	26.63	54.45	0.49	0.97	5.38	0.18
	25.52	54.45	0.47	1.82	5.38	0.34
287.00	28.26	54.45	0.52	1.27	5.38	0.24
	32.12	54.45	0.59	0.73	5.38	0.14
280.00	32.12	54.45	0.59	0.73	5.38	0.14
	33.10	54.45	0.61	0.65	5.38	0.12
262.00	33.10	54.45	0.61	0.65	5.38	0.12
	33.75	54.45	0.62	0.80	5.38	0.15
260.00	33.75	54.45	0.62	0.80	5.38	0.15
	40.35	54.45	0.74	2.25	5.38	0.42
240.00	40.35	54.45	0.74	2.25	5.38	0.42
	41.34	54.45	0.76	2.47	5.38	0.46
237.00	41.47	54.45	0.76	1.82	5.38	0.34
	33.25	54.45	0.61	0.74	5.38	0.14
220.00						

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	33.25	54.45	0.61	0.74	5.38	0.14
	33.71	54.45	0.62	0.40	5.38	0.07
207.00	33.71	54.45	0.62	0.40	5.38	0.07
	33.20	54.45	0.61	0.87	5.38	0.16
200.00	33.20	54.45	0.61	0.87	5.38	0.16
	52.82	54.45	0.97	2.19	5.38	0.41
180.35	52.82	54.45	0.97	2.19	5.38	0.41
	53.33	54.45	0.98	2.22	5.38	0.41
180.00	53.33	80.69	0.66	2.22	5.38	0.41
	57.61	80.69	0.71	2.42	5.38	0.45
177.00	57.61	80.69	0.72	2.17	5.38	0.40
	41.98	80.69	0.52	1.06	5.38	0.20
160.00	41.98	80.69	0.52	1.06	5.38	0.20
	40.70	80.69	0.50	0.24	5.38	0.04
147.00	40.70	80.69	0.50	0.24	5.38	0.04
	41.06	80.69	0.51	0.33	5.38	0.06
140.00	41.06	80.69	0.51	0.33	5.38	0.06
	47.98	80.69	0.59	1.44	5.38	0.27
120.78	47.98	80.69	0.59	1.44	5.38	0.27
	48.72	80.69	0.60	1.49	5.38	0.28
120.00	48.72	80.69	0.60	1.49	5.38	0.28
	51.56	80.69	0.64	1.67	5.38	0.31
117.00	51.56	80.69	0.64	1.67	5.38	0.31
	53.87	80.69	0.67	1.84	5.38	0.34
100.00	53.87	80.69	0.67	1.84	5.38	0.34
	63.05	80.69	0.78	1.12	5.38	0.21
87.00	63.05	80.69	0.78	1.12	5.38	0.21
	66.22	80.69	0.82	0.73	5.38	0.14
80.00	66.22	80.69	0.82	0.73	5.38	0.14
	66.32	80.69	0.82	0.44	5.38	0.08
60.33	66.32	80.69	0.82	0.44	5.38	0.08
	66.20	80.69	0.82	0.46	5.38	0.08
60.00	66.20	80.69	0.82	0.46	5.38	0.08
	65.08	80.69	0.81	0.57	5.38	0.11
57.00	65.08	80.69	0.81	0.57	5.38	0.11
	70.81	80.69	0.88	0.41	5.38	0.08
40.00	70.81	80.69	0.88	0.41	5.38	0.08
	68.61	80.69	0.85	0.85	5.38	0.16
28.50	68.61	80.69	0.85	0.85	5.38	0.16
	66.39	80.69	0.82	1.04	5.38	0.19
23.33	66.39	80.69	0.82	1.04	5.38	0.19
	64.57	80.69	0.80	1.17	5.38	0.22
20.00	64.57	80.69	0.80	1.17	5.38	0.22

	64.57	111.00	0.58	1.17	12.61	0.09
	54.54	111.00	0.49	1.68	12.61	0.13
6.67	56.91	111.00	0.51	1.69	12.61	0.13
	52.95	111.00	0.48	1.81	12.61	0.14
3.33	52.95	111.00	0.48	1.81	12.61	0.14
	49.92	111.00	0.45	1.94	12.61	0.15
0.00						

MAXIMUM MAST DEFORMATION CALCULATED

MAST ELEV FT	DEFLECTIONS (FT)				ROTATIONS (DEG)			TWIST
	HORIZONTAL		TOTAL	DOWN	TILT		TOTAL	
	NORTH	EAST				NORTH		EAST
350.0	2.94S	2.61W	3.08W	0.13W	0.69G	0.60K	0.70K	-0.28V
343.5	2.92S	2.59W	3.06W	0.13W	0.68G	0.59K	0.69K	-0.28V
337.0	2.90S	2.57W	3.04W	0.13W	0.65G	0.56K	0.66K	-0.28V
330.0	2.88S	2.56W	3.02W	0.13W	0.63G	0.55K	0.64K	-0.28V
320.0	2.85S	2.53W	2.99W	0.12W	0.64G	0.56K	0.65K	-0.28V
312.0	2.82S	2.51W	2.96W	0.12W	0.66G	0.57K	0.67K	-0.28V
300.0	2.76S	2.46W	2.90W	0.12W	0.67G	0.58K	0.68K	-0.28V
287.0	2.68S	2.39W	2.83W	0.11W	0.64G	0.55K	0.65K	-0.28V
280.0	2.63S	2.35W	2.78W	0.11W	0.62G	0.53K	0.63K	-0.27V
262.0	2.49S	2.23W	2.64W	0.11W	0.60G	0.51K	0.60K	-0.27V
237.0	2.26S	2.05W	2.43W	0.10W	0.50S	0.43V	0.50S	-0.26V
220.0	2.12S	1.93W	2.29W	0.09W	0.47S	0.41V	0.47S	-0.25V
207.0	2.01S	1.85W	2.19W	0.09W	0.49S	0.43V	0.49S	-0.24V
200.0	1.95S	1.80W	2.13W	0.08W	0.49S	0.43V	0.49S	-0.23V
180.4	1.79S	1.67W	1.98W	0.07W	0.41S	0.36V	0.41N	-0.22V
177.0	1.77S	1.65W	1.96W	0.07W	0.37S	0.33V	0.38N	-0.22V
160.0	1.67S	1.57W	1.86W	0.07W	0.29S	0.26V	0.32N	-0.20V
147.0	1.61S	1.52W	1.80W	0.06W	0.29S	0.26V	0.31N	-0.19V
140.0	1.57S	1.49W	1.76W	0.06W	0.29S	0.26V	0.32N	-0.19V
120.8	1.48S	1.40W	1.65W	0.05W	0.27S	0.26V	0.31W	-0.17V
117.0	1.46S	1.38W	1.63W	0.05W	0.26S	0.25V	0.30W	-0.16V
100.0	1.38S	1.31W	1.54W	0.04W	0.28S	0.28V	0.34W	-0.14V
87.0	1.31S	1.23W	1.45W	0.04W	0.39S	0.38V	0.46W	-0.13V

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80.0	1.25S	1.18W	1.39W	0.03W	0.47S	0.45W	0.54W	-0.12V
60.3	1.05S	0.99W	1.16W	0.03W	0.70S	0.66W	0.78W	-0.09V

57.0	1.01S	0.95W	1.12W	0.02W	0.73S	0.70W	0.82W	-0.09V

40.0	0.77S	0.72W	0.84W	0.02W	0.92S	0.87W	1.02W	-0.06V
28.5	0.57S	0.53W	0.63W	0.01W	1.05S	0.98W	1.15W	-0.04V
23.3	0.47S	0.44W	0.52W	0.01W	1.10S	1.03W	1.21W	-0.04V
20.0	0.41S	0.38W	0.45W	0.01W	1.13S	1.06W	1.24W	-0.03V
6.7	0.14S	0.13W	0.15W	0.00W	1.19S	1.11W	1.30W	-0.02V
3.3	0.07S	0.07W	0.08W	0.00W	1.20S	1.12W	1.31W	-0.01V
0.0	0.00A	0.00A	0.00A	0.00A	1.20S	1.12W	1.32W	0.00A

MAXIMUM ANTENNA ROTATIONS

ELEV FT	ORIENTATION	 BEAM DEFLECTIONS (DEG)		 TOTAL
	AZI DEG	ELEV DEG	ROLL	YAW	PITCH	
350.0	0.0	0.0	-0.602 K	0.282 V	-0.695 G	0.695 G
340.0	0.0	0.0	-0.575 K	0.282 V	-0.663 G	0.663 G
330.0	0.0	0.0	-0.548 K	0.281 V	-0.632 G	0.632 G

MAXIMUM INTERNAL MAST FORCES

MAST ELEV FT	TOTAL AXIAL KIPSHEAR.....			TORSION FT-KIP
		N - S KIP	E - W KIP	N - S FT-KIP	E - W FT-KIP	
350.0	3.49 M	-2.84 A	-2.84 D	0.00 B	0.00 D	0.00 A
343.5	4.04 M	3.15 G	-3.14 D	-19.45 G	19.42 D	0.00 D
	4.04 M	3.15 G	-3.14 D	-19.45 G	19.42 D	0.00 D
337.0	8.12 M	5.14 G	-5.12 D	-45.91 G	45.80 D	0.00 D
	* 33.78 W	+ 9.38 S	+ 9.02 V	& 27.07 M	& 25.39 V	@ 0.05 D
	41.90 W	-4.43 S	4.19 P	-22.48 G	22.86 D	0.05 D
	42.66 W	-3.83 S	3.64 P	-13.60 M	12.06 V	0.05 D
330.0	46.11 W	-2.44 S	2.25 P	-13.60 M	12.06 V	0.05 D
	47.42 W	-1.19 S	1.07 P	32.42 S	29.20 V	0.05 D
320.0	47.42 W	-1.19 S	1.07 P	32.42 S	29.20 V	0.05 D
	48.47 W	0.34 G	0.32 K	38.16 S	34.18 V	0.05 D

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312.0	48.47 W	0.34 G	0.32 K	38.16 S	34.18 V	0.05 D
	50.04 W	1.50 G	1.46 J	31.22 S	27.11 V	0.05 D
300.0	50.04 W	1.50 G	1.46 J	31.22 S	27.11 V	0.05 D
	51.75 W	2.87 S	2.74 V	-28.46 G	-26.62 J	0.05 D
287.0	* 17.17 W	+ -5.14 S	+ -4.86 V	& -12.86 M	& 12.32 V	@ -0.07 V
	68.92 W	-1.90 S	1.84 P	-18.54 G	17.17 C	-0.11 V
280.0	69.84 W	-1.06 S	1.04 P	-27.71 M	23.12 V	-0.11 V
	69.84 W	-1.06 S	1.04 P	-27.71 M	23.12 V	-0.11 V
262.0	72.20 W	1.09 S	0.99 V	-27.95 M	24.00 V	-0.11 V
	72.20 W	1.09 S	0.99 V	-27.95 M	24.00 V	-0.11 V
	75.48 W	4.00 S	3.72 V	-55.06 G	-48.84 J	-0.11 V
237.0	* 16.83 W	+ -6.89 S	+ -6.46 V	& -13.40 M	& 12.60 V	@ -0.07 V
	92.32 W	-2.71 S	2.62 P	-45.23 G	-39.81 K	-0.18 V
220.0	94.55 W	-1.08 G	1.05 D	-15.32 G	-13.00 K	-0.18 V
	94.55 W	-1.08 G	1.05 D	-15.32 G	-13.00 K	-0.18 V
207.0	96.26 W	-0.68 M	0.56 V	-8.79 G	6.65 C	-0.18 V
	96.26 W	-0.68 M	0.56 V	-8.79 G	6.65 C	-0.18 V
200.0	97.18 W	1.44 S	1.29 V	-11.19 G	8.39 C	-0.18 V
	97.18 W	1.44 S	1.29 V	-11.19 G	8.39 C	-0.18 V
180.4	99.76 W	3.55 S	3.28 V	-51.41 S	44.96 P	-0.18 V
	99.76 W	3.55 S	3.28 V	-51.41 S	44.96 P	-0.18 V
	100.22 W	3.91 S	3.61 V	-63.45 S	-56.13 V	-0.18 V
177.0	* 12.74 W	+ -7.18 S	+ -6.53 V	& -10.32 M	& 9.32 V	@ -0.10 V
	112.96 W	-3.46 S	-3.10 V	-53.57 S	47.29 P	-0.28 V
160.0	115.33 W	-1.68 S	1.46 O	12.52 M	-10.77 U	-0.28 V
	115.33 W	-1.68 S	1.46 O	12.52 M	-10.77 U	-0.28 V
147.0	117.14 W	-0.36 S	0.32 O	-4.82 V	7.41 W	-0.28 V
	117.14 W	-0.36 S	0.32 O	-4.82 V	7.41 W	-0.28 V
140.0	118.12 W	-0.55 M	-0.48 P	5.24 M	7.50 W	-0.28 V
	118.12 W	-0.55 M	-0.48 P	5.24 M	7.50 W	-0.28 V

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120.8	120.80 W	-2.23 M	-2.24 P	31.21 M	-26.04 U	-0.28 V
	120.80 W	-2.23 M	-2.24 P	31.21 M	-26.04 U	-0.28 V
	121.32 W	2.58 S	-2.58 P	39.85 M	34.82 P	-0.28 V
117.0	* 9.16 W	+ -7.24 S	+ -6.80 V	& -7.39 M	& 6.30 V	@ 0.10 P
	130.48 W	-4.30 S	4.01 P	32.46 M	29.00 P	-0.38 V
100.0	132.85 W	-2.72 S	2.53 P	42.23 S	41.83 W	-0.38 V
	132.85 W	-2.72 S	2.53 P	42.23 S	41.83 W	-0.38 V
87.0	134.66 W	-1.58 S	1.45 P	72.96 S	68.46 W	-0.38 V
	134.66 W	-1.58 S	1.45 P	72.96 S	68.46 W	-0.38 V
80.0	135.63 W	-0.97 S	0.88 P	81.83 S	76.00 W	-0.38 V
	135.63 W	-0.97 S	0.88 P	81.83 S	76.00 W	-0.38 V
60.3	138.37 W	-0.75 A	0.74 J	77.99 S	71.71 W	-0.38 V
	138.37 W	-0.75 A	0.74 J	77.99 S	71.71 W	-0.38 V
	138.84 W	-0.95 A	0.94 J	73.24 S	67.37 W	-0.38 V
57.0	* 2.69 W	+ -3.16 S	+ -2.97 V	& -1.96 M	& 1.47 V	@ -0.11 V
	141.53 W	0.92 A	0.84 D	74.59 S	68.72 W	-0.50 V
40.0	143.90 W	0.57 S	0.57 W	84.01 S	76.15 W	-0.50 V
	143.90 W	0.57 S	0.57 W	84.01 S	76.15 W	-0.50 V
28.5	145.50 W	1.33 S	1.22 W	74.04 S	66.73 W	-0.50 V
	145.50 W	1.33 S	1.22 W	74.04 S	66.73 W	-0.50 V
23.3	146.22 W	1.67 S	1.52 W	65.58 S	58.98 W	-0.50 V
	146.22 W	1.67 S	1.52 W	65.58 S	58.97 W	-0.50 V
20.0	146.68 W	1.89 S	1.71 W	58.86 S	52.86 W	-0.50 V
	146.68 W	1.89 S	1.71 W	58.85 S	52.86 W	-0.50 V
6.7	148.75 W	2.77 S	2.49 V	22.97 S	20.56 V	-0.50 V
	148.75 W	2.77 S	2.48 V	22.97 S	20.56 V	-0.50 V
3.3	149.27 W	2.99 S	2.69 V	11.87 S	10.64 V	-0.50 V
	149.27 W	2.99 S	2.69 V	11.87 S	10.64 V	-0.50 V
	149.77 W	3.20 S	2.90 V	0.00 S	0.00 D	-0.50 V
base reaction	149.77 W	1.33 A	1.24 D	0.00 R	0.00 O	0.50 V

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177.0	0.0	9.0N	0.3P	7.0N	11.4N	2.37N
	120.0	8.9R	-0.3N	6.0R	10.8R	2.50R
	240.0	8.9T	0.3X	6.3T	10.9T	2.46T
117.0	0.0	9.0X	0.3P	4.9X	10.3X	2.03X
	120.0	9.0Q	-0.2N	4.0Q	9.8Q	2.12Q
	240.0	9.0U	0.2X	4.2U	9.9U	2.10U
57.0	0.0	4.4X	0.2P	1.3M	4.6X	2.44X
	120.0	4.4Q	-0.2N	0.9Q	4.5Q	2.51Q
	240.0	4.4U	0.2X	1.0U	4.5U	2.49U

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MAXIMUM ANCHOR LOADS

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AZI DEG	RADIUS FT	GUY TO ELEV FTANCHOR LOADS.....		SHAFT FORCES.....			ANGLE DEG
			HORIZ KIP	VERT KIP	LATER- AL KIP	AXIAL KIP	...LATERAL... VERT PLANE KIP	HORIZ PLANE KIP	
0.0	245.0	337.0	13.6M	18.8M	0.6P	22.9M	4.2M	0.6P	43.7M
		287.0	7.9M	9.3M	0.5P	12.1M	1.3N	0.5P	
		237.0	9.3M	9.3M	0.4P	13.1M	0.4W	0.4P	
		177.0	9.0N	7.0N	0.3P	11.3N	-1.1M	0.3P	
		117.0	9.0X	4.9X	0.3P	9.9X	-2.6X	0.3P	
		57.0	4.4X	1.3M	0.2P	4.1X	-2.1X	0.2P	
			53.0M	50.6M	2.2P	73.2M	0.0A	2.2P	
120.0	245.0	337.0	13.8Q	17.7Q	-0.6N	21.9Q	4.5Q	-0.6N	40.5Q
		287.0	8.0Q	8.6Q	-0.4N	11.7Q	1.4Q	-0.4N	
		237.0	9.4Q	8.5Q	-0.4N	12.7Q	0.4P	-0.4N	
		177.0	8.9R	6.0R	-0.3N	10.7R	-1.2R	-0.3N	
		117.0	9.0Q	4.0Q	-0.2N	9.4Q	-2.8Q	-0.2N	
		57.0	4.4Q	0.9Q	-0.2N	3.9Q	-2.2Q	-0.2N	
			53.4Q	45.6Q	-2.1N	70.2Q	0.0C	-2.1N	
240.0	245.0	337.0	13.8U	18.1U	-0.6R	22.3U	4.4U	-0.6R	41.5U
		287.0	8.0U	8.8U	0.4X	11.8U	1.3T	0.4X	
		237.0	9.4U	8.8U	0.4X	12.8U	0.4W	0.4X	
		177.0	8.9T	6.3T	0.3X	10.9T	-1.2T	0.3X	
		117.0	9.0U	4.2U	0.2X	9.5U	-2.8T	0.2X	
		57.0	4.4U	1.0U	0.2X	3.9U	-2.2U	0.2X	
			53.4U	47.2U	2.1X	71.3U	0.0H	2.1X	

GUYED TOWER SPREAD FOOTING DESIGN BY SABRE COMMUNICATIONS CORP.
 350' 3600SRWD Cingular Wireless Reynolds Station 3356, KY (05-03339) 5-3-05 ARH

Axial Load (kips)	149.77		
Shear (kips)	1.33		
Allowable Bearing Pressure (ksf)	3	Maximum Soil Bearing Pressure (ksf)	2.48
Diameter of Pier (ft)	2.5	Equivalent Square b (ft)	2.22
Ht. of Pier Above Ground (ft)	0.5		
Depth to Bottom of Slab (ft)	3		
Ht. of Pier Below Ground (ft)	1.5		
Width of Pad (ft)	8		
Thickness of Pad (ft)	1.5		
Quantity of Bars in Pad	9		
Bar Diameter in Pad (in)	0.875		
Area of Bars in Pad (in ²)	5.41		
Spacing of Bars in Pad (in)	11.14	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	6		
Bar Diameter in Pier (in)	0.875		
Area of Bars in Pier (in ²)	3.61	Minimum Pier Area of Steel (in ²)	3.53
Spacing of Bars in Pier (in)	11.72	Recommended Spacing (in)	6 to 12
f _c (ksi)	3		
f _y (ksi)	60		
Unit Wt. of Soil (kcf)	0.1		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd ³)	3.92		
Two-Way Shear Action:			
q _{ult} (ksf)	3.14		
Average d (in)	14.13		
φV _c (kips)	364.6	V _u (kips)	167.8
φV _c = φ(2 + 4/β _c)f _c ^{1/2} b _o d	547.0		
φV _c = φ(α _s d/b _o + 2)f _c ^{1/2} b _o d	553.9		
φV _c = φ 4f _c ^{1/2} b _o d	364.6		
Shear perimeter, b _o (in)	138.62		
β _c	1		
One-Way Shear:			
φV _c (kips)	126.3	V _u (kips)	43.1
Flexure:			
φM _n (ft-kips)	327.8	M _u (ft-kips)	105.2
a (in)	1.33		
Steel Ratio	0.00399		
β ₁	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	31.71	Required Development in Pad (in)	14.87

Condition	1 is OK, 0 Fails
Two-Way Shear Action	1
One-way Shear	1
Flexure	1
Steel Ratio	1
Pier Area of Steel	1
Maximum Soil Bearing Pressure	1
Length of Development in Pad	1

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GUY ANCHOR BLOCK DESIGN BY SABRE COMMUNICATIONS CORP.

350' 3600SRWD Cingular Wireless Reynolds Station 3356, KY (05-03339) 5-3-05 ARH

Anchor Block Dimensions:

Length (ft)	19		
Height (ft)	3	Length/Height Ratio	6.3
Width (ft)	3	Length/Width Ratio	6.3
Longitudinal Bar Diameter (in)	0.875	Height/Width Ratio	1.00
Quantity of Bars in Top	4	Width/Height Ratio	1.00
Area of Bars in Top (in ²)	2.41	Vertical Flexure Ratio	0.46
Spacing of Bars in Top (in)	9.38	Horizontal Flexure Ratio	0.49
Quantity of Bars Front	4	Horizontal Force Ratio	0.92
Area of Bars in Front (in ²)	2.41	Vertical Force Ratio	0.99
Spacing of Bars in Front (in)	9.38		
Quantity of Bars in Bottom	1		
Spacing of Bars in Bottom (in)	29.06	Recommended Spacing (in)	6 to 30
Quantity of Bars in Back	1		
Spacing of Bars in Back (in)	29.06	Recommended Spacing (in)	6 to 30
Quantity of Ties	20		
Tie Bar Diameter (in)	0.5		
Uplift (kips)	50.55		
Horizontal Force (kips)	53.41		
Allowable Passive Pressure (ksf)	1.02		
Angle of Internal Friction (deg.)	30		
Unit Wt. of Soil (kcf)	0.11		
Water Table Below Grade (ft)	999		
Depth to Bottom of Block (ft)	7.5	Depth/Height Ratio	2.50
f _c (ksi)	3		
f _y (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Load Factor	1.3		
Volume of Concrete (yd ³)	6.33		
Horizontal Force:			
Horizontal Force (kips)	53.4	Allowable Horizontal Force (kips)	58.1
Uplift:			
W _c , Weight of Concrete (kips)	25.7		
W _R , Soil Resistance (kips)	61.0		
(W _R /2)+(W _c /1.25) (kips)	51.0		
(W _R +W _c)/1.5 (kips)	57.7		
Uplift (kips)	50.6	Allowable Uplift (kips)	51.0
Vertical Shear:			
V _u (kips)	32.9	φV _n (kips)	162.6
V _c = 2 f _c ^{1/2} b _w d (kips)	126.4		
V _s (kips)	64.8	*** V _s max = 4 f _c ^{1/2} b _w d (kips)	252.9
Spacing of Ties (in)	11.66		
Max. Spacing (in)	13.09	(Only if Shear Ties are Required)	

*** Ref. To Spacing Requirements ACI 11.5.4.3

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GUY ANCHOR BLOCK DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED)

350' 3600SRWD Cingular Wireless Reynolds Station 3356, KY (05-03339) 5-3-05 ARH

Horizontal Shear

V_u (kips)	34.7	ϕV_n (kips)	162.6
$V_c = 2 f'_c{}^{1/2} b_w d$ (kips)	126.4		
V_s (kips)	64.8	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	252.9
Spacing of Ties (in)	11.66		
Max. Spacing (in)	13.09	(Only if Shear Ties are Required)	
$(V_u/\phi V_n)_V + (V_u/\phi V_n)_H$	0.42		<1 OK

*** Ref. To Spacing Requirements ACI 11.5.4.3

Vertical Flexure:

M_u (ft-kips)	156.1	ϕM_n (ft-kips)	338.5
a (in)	1.57		
Steel Ratio	0.0021		
β_1	0.85		
Maximum Steel Ratio	0.0160		
Minimum Steel Ratio	0.0018		
Rebar Development (in)	111.00	Required Rebar Development (in)	11.39

Horizontal Flexure:

M_u (ft-kips)	164.9	ϕM_n (ft-kips)	338.5
a (in)	1.57		
Steel Ratio	0.0021		
Maximum Steel Ratio	0.016		
Minimum Steel Ratio	0.0018		
Rebar Development (in)	111.00	Required Rebar Development (in)	12.03
$(M_u/\phi M_n)_V + (M_u/\phi M_n)_H$	0.95	$(M_u/\phi M_n)_V + (M_u/\phi M_n)_H$	<1 OK

Condition	1 is OK, 0 Fails
Uplift Force	1
Horizontal Force	1
Flexure	1
Shear	1
Length of Development in Block	1
Steel Ratio	1

Calculated Strength > Factored Load O.K.

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**Bechtel Corporation
Telecommunications & Industrials
Kentucky/Tennessee Project Office
1650 Lyndon Farms Ct.
Louisville, KY 40223**

QUALIFICATION STATEMENT

Bechtel Corporation

Bechtel Corporation is known as one of the world's best project management companies with revenues of \$16 billion in 2003. Bechtel's expertise spans the following business lines:

- Telecommunications & Industrial
- Infrastructure (Civil, Rail, Water and Aviation)
- Power
- Petroleum, Chemicals and Pipelines
- Government
- Mining & Metals

Bechtel Corporation was voted Number One of the "Top 400 Contractors" by Engineering News-Record and Number One of the "Top 25 in Telecommunications" by ENR Sourcebook in 2003. Bechtel Telecommunications was presented the World Leader Award by IC&C in Geneva, Switzerland in 2003 and was voted the "World's Best Company" in the category of "Infrastructure" by Global Finance Magazine in 2002.

North America – Telecommunications

During 2003, Bechtel deployed more than 18000 wireless telecommunications sites bringing its total number of sites deployed to more than 50000. Bechtel's North America Telecommunications business unit was successful in two recent competitive awards for new wireless cell site deployment. Cingular awarded 2000 new sites to Bechtel. In addition, AT&T Wireless awarded approximately 3000 new sites to Bechtel. This represents the majority of the deployment plans for 2004-2005 for each of those companies. Both awards were the result of proposals submitted by Bechtel in competition with other major site deployment companies.

Individual Qualifications – Kentucky/Tennessee Cingular Project

John E. Pike - Market Manager

Mr. Pike's telecommunications career began in September 1965 with Southern Bell. He held various technical positions and rose to manager of Outside Plant Engineering for twenty-two years. He retired from BellSouth in October 1991 with twenty-six years service. From 1991 to 1996 he performed design and construction work in fiber, copper and wireless communications projects for several companies, including BellSouth (consulting), Bell Atlantic and AT&T Corporation (Honduras and Puerto Rico). From 1998 to 2000, he managed a construction/engineering firm with 130 employees performing design work for BellSouth in North Florida and Atlanta, Georgia. In May 2000 he joined Bechtel and has worked on both fiber and wireless communications projects. Since June 2002 he has been the Market Manager of the Cingular Wireless markets in Jacksonville and Miami, FL and currently Louisville, KY.

Gregory W. Dismukes, P.E. - Project Engineer

Mr. Dismukes has fifteen years of experience as a Bechtel Engineer and Engineering Supervisor in both the Petroleum & Chemicals and Telecommunications business units. He has worked on wireless telecommunications projects for the last three years in both domestic and international markets. His project clients have included AT&T Wireless, Cingular Wireless and Vodafone Limited (Great Britain). His responsibilities include management of engineering and environmental subcontractors in the development of cellular site design for both new sites and overlaying GSM technology onto existing sites.

Richard T. (Teddy) Taylor – Construction Supervisor

Mr. Taylor is responsible for safety supervision and construction activities for all new Cingular wireless communication sites awarded to Bechtel in the State of Kentucky. Prior to joining Bechtel, Mr. Taylor had 16 years of construction experience with the Tennessee Valley Authority in the nuclear power field. After joining Bechtel in 1996, he supervised construction activities on projects in 8 major markets for the Fibernet, AT&T Wireless, and Cingular projects.



May 17, 2005

Re: Scope of Work – Construction for Cingular Project Reynolds Station

To Whom It May Concern:

The tower and associate compound will be completed in accordance with all local and state codes. The scope will include the civil construction of the tower, the installation of antennas, and the installation of the cellular electronic base station.

Week 1 and 2:

- Obtaining all necessary building permits
- Posting of all required OSHA signage and permits
- Mobilization to site
- Construction of erosion controls and construction controls as required
- Preparation and installation of construction entrance
- Site clearing and grading

Week 3:

- Installation of telephony interface and power meter-board
- Pour tower and cabinet foundations

Week 4:

- Tower stack
- Antenna installation
- Site equipment installation

Week 5:

- Installation of permanent fencing
- Final driveway installation
- General site clean up
- Site testing

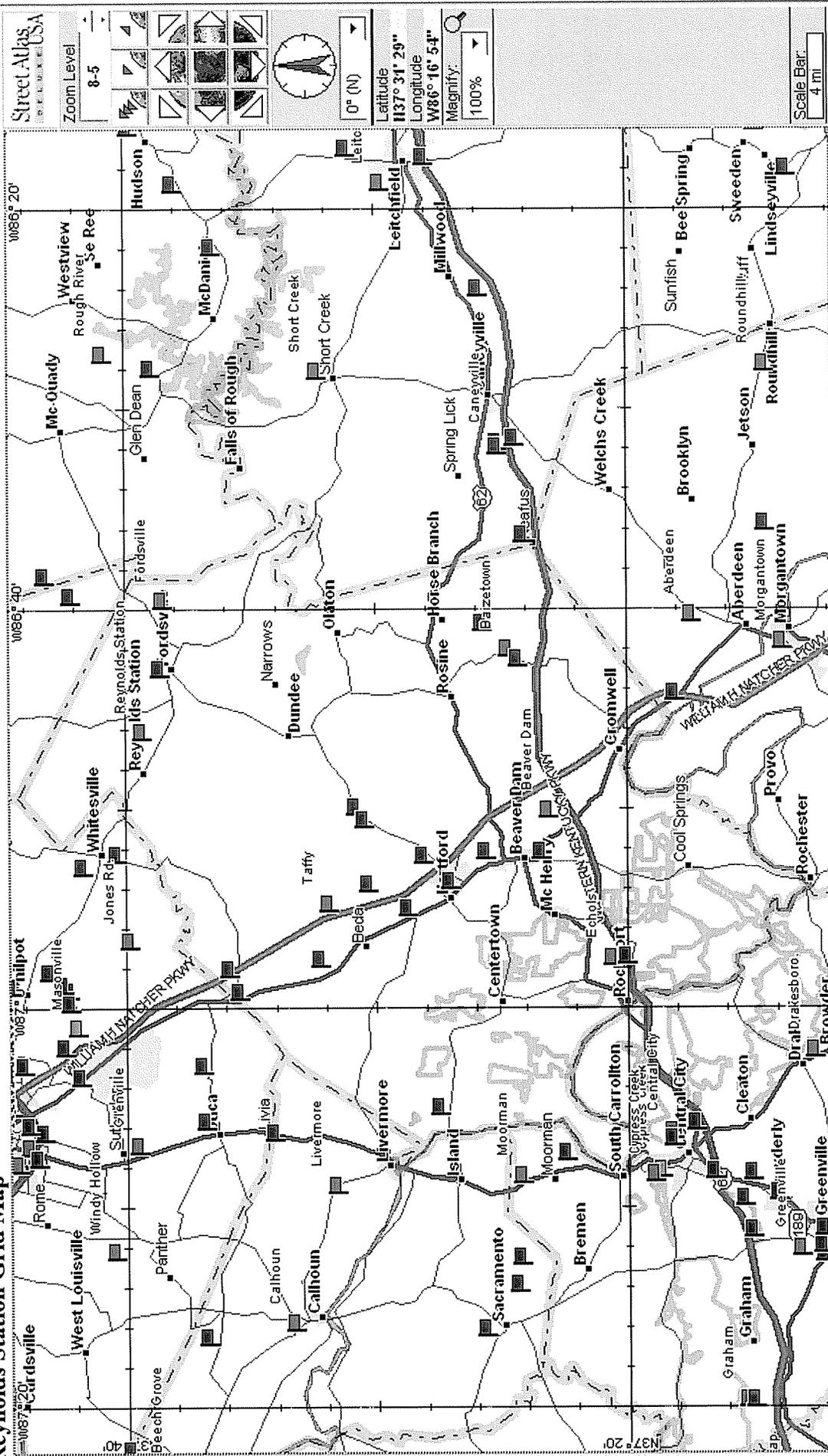
Week 6 and 7:

- Installation of all required landscaping
- Final site testing and pre-activation activities
- Site activation

Construction timeline estimates are variable depending on weather and scheduling of power and telephony services. Although not implicitly noted above, all activities on site include daily safety meetings, weekly safety meetings, and general site housekeeping. All efforts will be made to improve upon the general schedule outlined above.

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST
AND MAP OF LIKE FACILITIES IN VICINITY

Reynolds Station Grid Map



Red Flags indicate Cingular existing and proposed locations.

Blue Flags indicate non-Cingular existing towers.

**EXHIBIT E
CO-LOCATION REPORT**



Sherri A Lewis
RF Design Engineer
West Kentucky/Louisville
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

February 23, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state that there is no more suitable location reasonably available from which adequate service can be provided in the area of the proposed Reynolds Station site. There are no collocation opportunities available as there are no tall structures located within this site's search area.

A handwritten signature in black ink that reads 'Sherri A Lewis'. The signature is written in a cursive style.

Sherri A Lewis
RF Design Engineer

EXHIBIT F
APPLICATION TO FAA



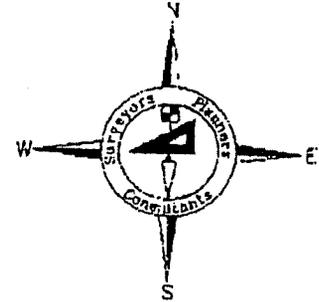
Acceptable Frequency Bands

<u>Frequency Band (MHz)</u>	<u>Max Power (Watts)</u>	<u>Type of Radio Service</u>
806-824	500	Land Mobile
824-849	500	Cellular
851-866	500	Land Mobile
869-894	500	Cellular
896-901	500	Land Mobile
901-902	7	Narrowband PCS
930-931	3500	Narrowband PCS
931-932	3500	Paging
932-932.5	50.1 (17 DbW)	Multiple Access
935-940	1000	Land Mobile
940-941	3500	Narrowband PCS
1850-1910	1640	Broadband PCS
1930-1990	1640	Broadband PCS
2305-2310	2000	Wireless Comm. Sys
2345-2360	2000	Wireless Comm. Sys

Proposed Frequencies.

Landmark Surveying Co., Inc.

Darren L. Helms, R.L.S., PRESIDENT
Dennis N. Helms, R.L.S., VICE PRESIDENT



15 N.E. 3rd Street
Washington, Indiana 47501
Phone: 812-257-0950
Fax: 812-257-0953
E-mail: landmark@dmrtc.net

1A Certification

November 26, 2004

Designation: Reynolds Station
Site ID No.: None
Tower Type: Proposed Guy Tower
Location: Near 347 Friendship Road, Fordsville, Kentucky 42343

I certify that the latitude, longitude, ground elevation and height of the proposed guy tower are as follows:

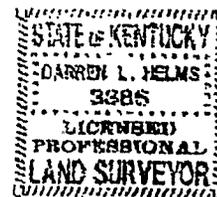
Latitude:	37 degrees 38 minutes 54.78 seconds North	(NAD 1983)
Longitude:	86 degrees 46 minutes 27.44 seconds West	(NAD 1983)
Ground Elevation:	629.6 feet or 191.90 meters	(NAVD 1988)
Proposed Structure Height:	350 feet or 106.7 meter	(above ground level)
Proposed Overall Structure Height:	not available	(above ground level)

The accuracy of the latitude and longitude of the proposed guy tower is ± 15 feet or ± 5 meters. The ground elevation and structure height are accurate to within ± 3 feet or ± 1 meter.

The information shown above is based upon field observations made on November 26, 2004 using the National Geodetic Survey monument "HABIT RM 1" and the Kentucky State Plane Coordinate System, West Zone, NAD 1983 (1993). The field observations were completed using Sokkia GPS receivers and a Nikon DTM-450 total station. Geodetic computations were completed using Sokkia's Locus software and Autodesk Land Desktop 3 software.

Landmark Surveying Co., Inc.

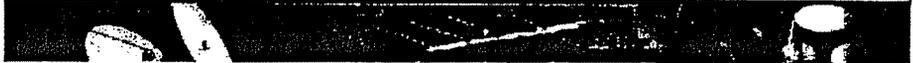
Darren L. Helms
Darren L. Helms, Kentucky Professional Land Surveyor No. 3386



REYNOLDS STATION



FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People



Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > TOWAIR

[FCC Site Map](#)

TOWAIR Determination Results

[HELP](#)

[New Search](#) [Printable Page](#)

DETERMINATION Results

This structures requires registration. The antenna structure is taller than 60.96 meters (200 feet) and does not meet the criteria for the 6.10-meter (20-foot) Rule exception.

Your Specifications

NAD83 Coordinates

Latitude	37-38-54.7 north
Longitude	086-46-27.4 west

Measurements (Meters)

Overall Structure Height (AGL)	112.8
Support Structure Height (AGL)	106.7
Site Elevation (AMSL)	191.9

Structure Type

TOWER - Free standing or Guyed Structure used for Communications Purposes

Tower Construction Notification

Notify Tribes and Historic Preservation Officers of your plans to build a tower.
Note: Notification does NOT replace [Section 106 Consultation](#).

ASR Help	ASR License Glossary - FAQ - Online Help - Documentation - Technical Support
ASR Online Systems	TOWAIR- CORES/ASR Registration - ASR Online Filing - Application Search - Registration Search
About ASR	Privacy Statement - About ASR - ASR Home

[FCC](#) | [Wireless](#) | [ULS](#) | [CORES](#)

[Help](#) | [Tech Support](#)

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

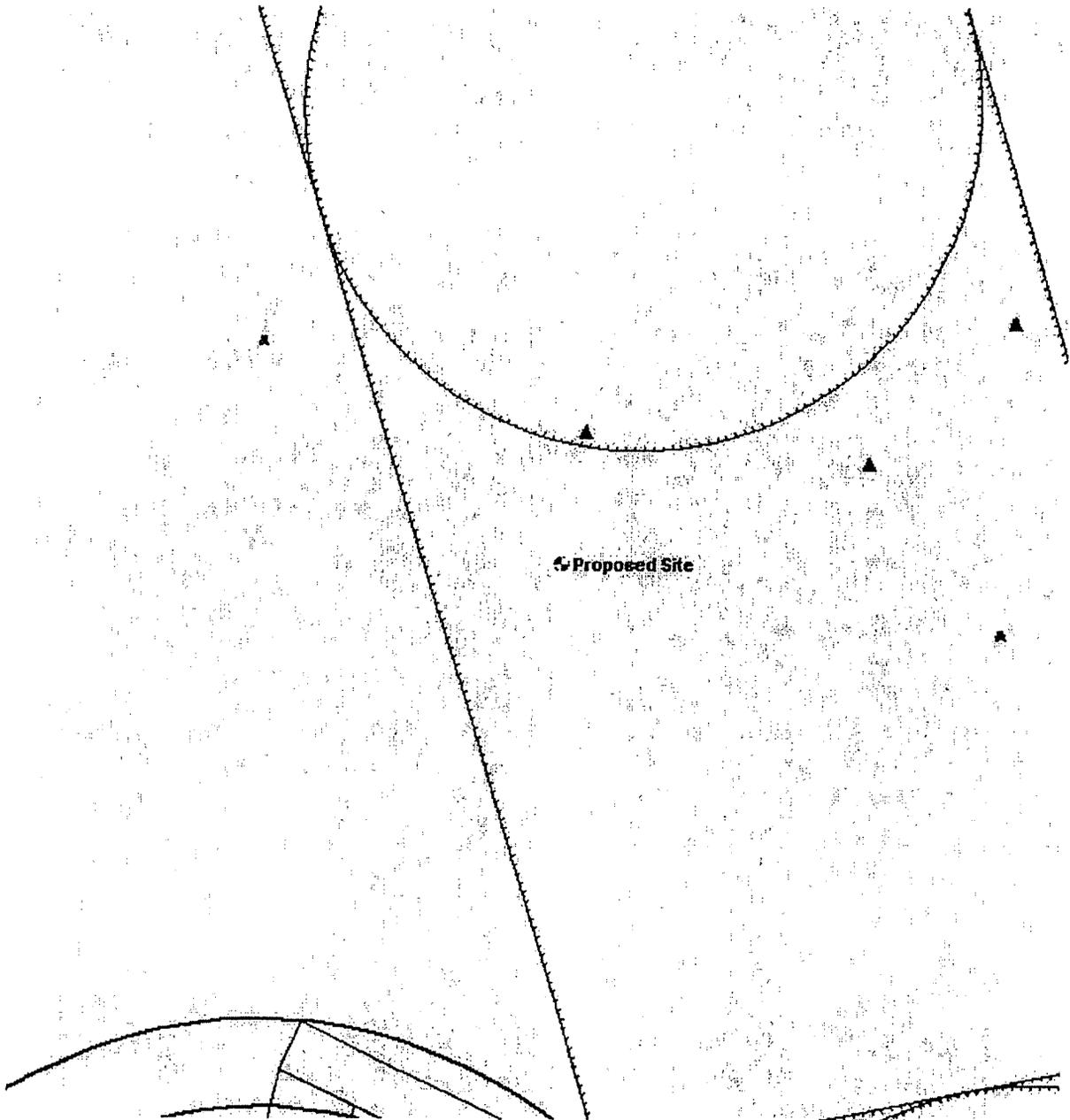
Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
E-mail: fccinfo@fcc.gov

ASAC SEARCH

*Because You Want It Right
On the First Approach*

[logout](#)

[change password](#)



1/6/2005

AIS Report

WARNING!

Confidential Material Contained Herein: For Internal Use Only

This report is produced solely for internal preliminary airspace evaluation purposes of a structure, and the data and evaluations contained herein may differ from the data and evaluations of licensing/permitting authorities and state and federal agencies. ASAC strongly recommends final site study by an ASAC expert, and obtaining an FAA determination prior to construction.

Name/Number of Site: Reynolds Station 1A

Site Data

Proposed Site Is Located at the Following Coordinates

Longitude = 86 degrees, 46 minutes, 27.44 seconds NAD 83

Latitude = 37 degrees, 38 minutes, 54.76 seconds NAD 83

Site Ground Elevation: 629.6 ft. AMSL

Structure Height: 370 ft. AGL

Total Structure Height: 999.6 ft. AMSL

Nearest Public Use / DOD Landing Surface

Information on the Nearest Public Use or DOD Landing Surface is as follows:

Nearest Public Use or DOD Landing Surface is 12.35106 Nautical Miles
on a True Bearing of 197.82467 degrees from Structure.

The Landing Surface is Runway 03/21 at OHIO COUNTY.

FAR Part 77.23(a)(4)

The structure site is located below the following Low Altitude Enroute Airway(s):

V243

Maximum AMSL No Exceed Height for this surface is 1049 ft. AMSL.

Preliminary Obstruction Evaluation

IFR Hazard Evaluation

Max No Hazard Height (IFR) for this structure site is 1049 ft. AMSL
The Proposed Structure DOES NOT EXCEED the hazard limitation (IFR).

FAA Notice Evaluation

Max No Notice Height for this structure is 830 ft. AMSL.
The Proposed Structure EXCEEDS the No Notice limitation by 169 ft.

Private-Use VFR Evaluation

AIS found no impact on Private Use Airports or Heliports

CAUTION: The AIS preliminary obstruction evaluation should be used for initial site screening purposes only as it does not consider missing or erroneous data or possible airspace-use conflicts with initial, intermediate, or missed approach instrument surfaces and cumulative effects on VFR flight operations. ASAC recommends further study for all final site candidates.

If you would like an ASAC full study done on this site click on the submit button.

1:50,000 Scale
Reynolds Station
1:50,000 Scale
Reynolds Station



EXHIBIT G
APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION

INSTRUCTIONS INCLUDED

TC 56-50E (Rev. 0E)

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 125 Holmes Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT - Name, Address, Telephone, Fax, etc.

Jayne Cano (Reynolds Station)
Cingular Wireless LLC
17330 Preston Road, Suite 100A
Dallas, TX. 75252
Tel. (972)733-7018 Fax (972)733-5924

9. Latitude: 37 38 54 76

10. Longitude: 86 48 27 44

11. Datum: [X] NAD83 [] NAD27 [] Other

12. Nearest Kentucky City: Fordsville County: Ohio

13. Nearest Kentucky public use or Military airport: Ohio County

14. Distance from #13 to Structure: 12.34353

15. Direction from #13 to Structure: 197.83203 degrees

16. Site Elevation (AMSL): 629.60 Feet

17. Total Structure Height (AGL): 370.00 Feet

18. Overall Height (#16 + #17) (AMSL): 999.60 Feet

19. Previous FAA and/or Kentucky Aeronautical Study Number(s):

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)

Site is located 3 miles WNW of Fordsville, KY. 42343
The physical location is 3/10ths of a mile on Friendship Road, North of Hwy 54. Nearest property address is 347 Friendship road, Fordsville, KY. in Ohio County.

2. Representative of Applicant - Name, Address, Telephone, Fax

Lisa K. Glass
Cingular Wireless LLC
5310 Maryland Way
Brentwood, TN. 37027
Tel.(615)221-3683 Fax (615)221-3626

3. Application for: [X] New Construction [] Alteration [] Existing

4. Duration: [X] Permanent [] Temporary (Months Days)

5. Work Schedule: Start January 30, 2005 End January 30, 2006

6. Type: [X] Antenna Tower [] Crane [] Building [] Power Line
[] Landfill [] Water Tank [] Other

7. Marking/Painting and/or Lighting Preferred:

[] Red Lights and Paint [X] Dual - Red & Medium Intensity White
[] White - Medium Intensity [] Dual - Red & High Intensity White
[] White - High Intensity [] Other

8. FAA Aeronautical Study Number

21. Description of Proposal:

See attachment for tower location Frequency/Power (kW)

The new structure will be a 350 foot tower with 20 foot top mounted antennas, including lightning rod. Overall tower tip height will be 370 feet AGL.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?

[] No [X] Yes, When

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Printed Name and Title

Signature

Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.890) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines, and/or imprisonment as set forth in KRS 183.890(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

[] Chairman, KAZC

[] Administrator, KAZC

[] Approved

[] Disapproved

Date

**EXHIBIT H
GEOTECHNICAL REPORT**

GEOTECHNICAL ENGINEERING REPORT
PROPOSED REYNOLDS STATION COMMUNICATION TOWER
FRIENDSHIP ROAD
FORDSVILLE, KENTUCKY

TERRACON PROJECT NO. 57047491G
March 1, 2005

Prepared For:

MEDLEY'S PROJECT MANAGEMENT
Simpsonville, Kentucky

Prepared by:

Terracon

Louisville, Kentucky

March 1, 2005



Medley's Project Management
376 Pounds Lane
Simpsonville, Kentucky 40067

4545 Bishop Lane, Suite 101
Louisville, Kentucky 40218
Phone 502.456.1256
Fax 502.456.1278
www.terracon.com

Attention: Roy Johnson, P.E.

**Re: Geotechnical Engineering Report
Proposed Reynolds Station Communication Tower
Friendship Road
Fordsville, Kentucky
Terracon Project No. 57047491G**

Dear Mr. Johnson:

We are submitting, herewith, the results of our subsurface exploration for the referenced project. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations for the proposed tower.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you in any way, please feel free to contact us.

Sincerely,
Terracon

A handwritten signature in black ink, appearing to read "Erich J. Hoehler".

Erich J. Hoehler
Project Engineer

n:\projects2004\towers\57047491\g57047491.doc

Attachments: Geotechnical Engineering Report

Copies: (6) Medley's Project Management

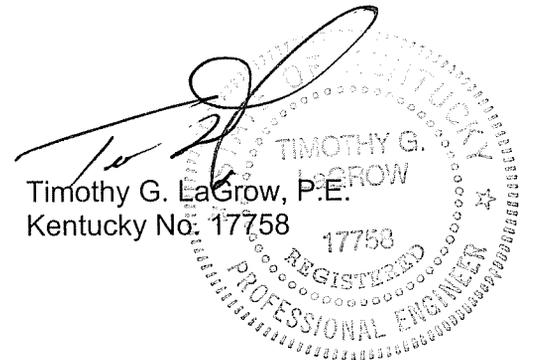


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General Notes – Description of Rock Properties	
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GEOTECHNICAL ENGINEERING REPORT

PROPOSED REYNOLDS STATION COMMUNICATION TOWER FRIENDSHIP ROAD FORDSVILLE, KENTUCKY TERRACON PROJECT NO. 57047491G March 1, 2005

1.0 INTRODUCTION

The purpose of this report is to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide recommendations regarding the design and construction of foundations and earthwork for the proposed tower. Four (4) borings extending to depths of approximately 5 ½ to 23 feet below the existing ground surface were drilled at the site. Individual boring logs and a boring location plan are included with this report.

2.0 PROJECT DESCRIPTION

Terracon understands the proposed project will consist of the construction of a 350-foot guyed tower. Three anchor blocks, spaced on equal angles, will be located about 245 feet from the tower. Exact tower loads are not available, but based on past experience, are anticipated to be as follows:

<u>Tower</u>		<u>Anchors</u>	
Vertical Load:	160 kips	Uplift Load:	75 kips
Horizontal Shear:	10 kips	Lateral Load:	100 kips

Assuming reasonable soil bearing conditions are available, the tower base footing typically has a plan dimension of about 7 feet by 7 feet and is about 3 feet thick. The guy anchors are generally 3 feet by 3 feet by 6 feet and are typically embedded about 8 to 10 feet below grade. Settlement restrictions for the tower were not available at the time of this writing but we understand that the guy anchors can periodically be re-tensioned to accommodate slight lateral and vertical movements.

A small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. Based on the proposed tower construction, minimal grading operations are anticipated.

3.0 EXPLORATION PROCEDURES

3.1 Field Exploration

The subsurface exploration consisted of drilling and sampling four (4) borings at the site to depths ranging from about 5 ½ to 23 feet below existing grade. The borings were advanced at the tower and anchor locations staked by the project surveyor. Ground surface elevations were interpolated from the contours on the drawings provided. The locations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with an ATV-mounted rotary drill rig using hollow stem augers to advance the boreholes. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate ASTM standard. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance (SPT) value (N-Value). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths, penetration distance, and standard penetration resistance values are shown on the boring logs. The samples were sealed and delivered to the laboratory for testing and classification.

All borings were extended to auger refusal. Borings B-1 and B-4 were extended into the refusal materials using a diamond bit attached to the outer barrel of a double core barrel. The inner barrel collected the cored material as the outer barrel was rotated at high speeds to cut the rock. The barrel was retrieved to the surface upon completion of each drill run. Once the core samples were retrieved, they were placed in a box and logged. The rock was later classified by an engineer and the "percent recovery" and rock quality designation (RQD) were determined.

The "percent recovery" is the ratio of the sample length retrieved to the drilled length, expressed as a percent. An indication of the actual in-situ rock quality is provided by calculating the sample's RQD. The RQD is the percentage of the length of broken cores retrieved which have core segments at least 4 inches in length compared to each drilled length. The RQD is related to rock soundness and quality as illustrated below:

Table 1 – Rock Quality Designation (RQD)

Relation of RQD and In-situ Rock Quality	
RQD (%)	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 -25	Very Poor

Field logs of each boring were prepared by a subcontract driller. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent an interpretation of the driller's field logs and a visual classification of the soil samples made by the Geotechnical Engineer and the results of laboratory testing.

3.2 Laboratory Testing

The samples were classified in the laboratory based on visual observation, texture and plasticity. The descriptions of the soils indicated on the boring logs are in accordance with the enclosed General Notes and the Unified Soil Classification System. Estimated group symbols according to the Unified Soil Classification System are given on the boring logs. A brief description of this classification system is attached to this report.

The laboratory testing program consisted of performing water content tests on representative soil samples. Information from these tests was used in conjunction with field penetration test data to evaluate soil strength in-situ, volume change potential, and soil classification. Results of these tests are provided on the boring logs.

4.0 EXPLORATORY FINDINGS

4.1 Subsurface Conditions

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types and the transition between materials may be gradual. Water levels shown on the boring logs represent the conditions only at the time of our exploration. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows.

In general our borings encountered lean clay (CL) and sandy clay (CL) to depths of about 5 to 8 ½ feet below the existing ground surface. The clay was encountered to refusal depths in borings B-2 and B-3 and soft severely weathered shale was encountered below the clay in borings B-1 and B-4 to refusal depths of about 13 and 10 feet, respectively.

The clays exhibited a stiff to very stiff consistency based on SPT N-Values of 7 to over 30 blows per foot (bpf). The SPT N-Values are likely elevated due to the presence of rock fragments suspended within the soil matrix.

Upon refusal, rock coring techniques were used to advance bore holes B-1 and B-4. Boring B-1 was cored to a depth of about 23 feet and boring B-4 was cored to a depth of about 15 feet. The core samples obtained from boring B-1 consisted of thin bedded, brown to yellowish brown and soft weathered shale with a trace of sand. The core samples obtained from boring B-4 consisted of orangish brown to gray, medium-grained, weathered to fresh and soft to hard sandstone. One Hundred (100) percent of the rock core was recovered and bedrock quality is considered very poor as defined by an RQD value ranging from 0 to 20 percent.

4.2 Site Geology

Based on a review of the Whitesville Geologic Quadrangle Map (1965), the site is underlain by sandstone and shale of the Tradewater and Caseyville Formations of the Pennsylvanian System. The sandstone is light gray, fine-to-medium-grained, thin to medium bedded and micaceous. The shale is light to dark gray, micaceous, weathers light brown, thinly laminated and interbedded with very fine grain limestone.

4.3 Groundwater Conditions

No groundwater was encountered during the auger drilling portion of the boreholes. Water was used to advance the boreholes during rock coring operations for borings B-1 and B-4. The introduction of water into the boreholes precluded obtaining accurate groundwater level readings at the time of drilling operations. Long term observation of the groundwater level in monitoring wells, sealed from the influence of surface water, would be required to obtain accurate groundwater levels on the site.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Perched water could develop at higher levels within more permeable layers following periods of heavy or prolonged precipitation. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

5.0 ENGINEERING RECOMMENDATIONS

5.1 Tower Foundation

Shallow foundations can be used to support the proposed tower. Shallow footings bearing on native stiff soils or on properly compacted fill extending to suitable native soil could be designed for a maximum net allowable soil bearing pressure of 3,000 psf. The previous soil

bearing pressure value assumes that the tower foundation is founded at least three feet below the existing ground surface. In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

To resist lateral loads, an ultimate friction factor of 0.35 can be taken between the foundation and underlying soil. Lateral resistance due to friction at the base of the footing should be ignored where uplift also occurs. If additional resistance is necessary, lateral pressures outlined for the anchor blocks are applicable to the tower foundation.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward so that the footings rest on stiff soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, it is our opinion that total settlement will be about 1 inch or less. Footings should be placed at a depth of 3 feet, or greater, below finished exterior grade to provide adequate bearing pressure and for protection against frost damage.

5.2 Anchor Blocks

Anchor blocks can be used to restrain the tower by resisting lateral and vertical components of tensile forces in the guy wires. Lateral resistance can be determined using a coefficient of passive earth pressure (K) equal to 2.85 and a unit weight of soil of about 120 pcf. This would result in an equivalent fluid pressure of about 340 pounds per cubic foot (pcf). If the anchor blocks are formed, backfill around the blocks should consist of well-graded granular fill, compacted to a minimum of 98 percent of standard Proctor maximum dry density. Frictional resistance at the base of the block should be ignored due to uplift considerations. We recommend a factor of safety of at least 2 be applied to obtain an allowable passive resistance.

Apparent bedrock was encountered in boring B-2 at a depth of about 5 ½ feet below the existing grade. The refusal material was not sampled at this location, however based on the core samples retrieved from the other borings the following anchor block design parameters for bedrock have been developed:

Table 2 - Bedrock Anchor Block Design Parameters @ B-2

Depth * (feet)	Description **	Allowable Skin Friction (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)
0 – 6	Sandy Clay	See above passive earth pressures			
6+	Bedrock	600	1,500	0	20,000

* Foundation inspection is recommended to adjust depth if variable soil/rock conditions are encountered.

** A total unit weight of 120 and 140 pcf can be estimated for the clay and limestone, respectively.

The above indicated cohesion values have no factors of safety, and the allowable skin friction and the passive resistances have factors of safety of at least 2. The cohesion values given in the above table are based on the borings, published values and Terracons past experience with similar rock types. These values should, therefore, be considered approximate. To mobilize these rock strength parameters, the anchor block concrete should be placed against relatively undisturbed bedrock walls. All loose rock created from blasting or excavation should be removed prior to concrete placement.

The refusal material encountered in boring B-2 and the partially weathered rock encountered at other locations may be difficult to excavate without blasting, especially in confined excavations such as footings. Excavation of partially weathered rock in confined areas will at least require ripping tools and pneumatic hammers. Some blasting may be necessary to efficiently remove more resistant rock and large boulders that could be present within the partially weathered rock zone. Heavy excavating equipment with ripping tools will probably be effective in removing the partially weathered rock during site grading. The speed and ease of excavation will depend on the type of grading equipment, the skill of the equipment operators and the geologic structure of the material itself, such as the direction of bedding, planes of weakness, and spacing between discontinuities.

If blasting is utilized, care should be taken in blasting operations not to heave the rock below or adjacent to the anchor block. Any rock heaved at these locations should be removed and backfilled with concrete or properly compacted granular material. The blasting of the rock, if required, should be accomplished in accordance with the *Laws and Regulations Governing Blasting and Explosives*, latest revision, prepared by the Commonwealth of Kentucky, Department of Mines and Minerals, Division of Explosives and Blasting. Pre-blast surveys, blast monitoring, and post-blast surveys are suggested to qualify potential damage to nearby structures. We can provide this service, if desired.

Uplift forces can be resisted by the dead weight of the anchor block and the effective weight of any soil above the block. A unit weight of soil not exceeding 110 pcf is appropriate for the on-site soils backfilled above the block, assuming that it is compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D-698). The ground surface should be sloped away from the anchor blocks to avoid ponding of water and saturation of the backfill materials.

5.3 Equipment Building Foundations

The proposed equipment shed may be supported on shallow footings bearing on stiff natural soils. The equipment building foundations should be dimensioned using a net allowable soil bearing pressure of 2,000 pounds per square foot (psf). In using net allowable soil pressures for footing dimensioning, the weight of the footings and backfill over the footings need not be considered. Furthermore, the footings should be at least 12 inches wide and a minimum of 2.0 feet square.

The geotechnical engineer or a qualified representative should observe the foundation excavations to verify that the bearing materials are suitable for support of the proposed loads. If, at the time of such observation, any soft soils are encountered at the design foundation elevation, the excavations should be extended downward so that the footings rest on stiff soils. If it is inconvenient to lower the footings, the proposed footing elevations may be re-established by backfilling after the undesirable material has been removed.

The recommended soil bearing value should be considered an upper limit, and any value less than that listed above would be acceptable for the foundation system. Using the value given, total settlement would be about 1 inch or less with differential settlements being less than 75 percent of total settlement. Footings should be placed at a depth of 1.5 feet, or greater, below finished exterior grade for protection against frost damage.

5.4 Parking and Drive Areas

The drive that accesses the site will be surfaced with crushed stone. Parking and drive areas that are surfaced with crushed stone should have a minimum thickness of 6 inches and be properly placed and compacted as outlined herein. The crushed stone should meet Kentucky Transportation Cabinet specifications and applicable local codes.

A paved section consisting only of crushed graded aggregate base course should be considered a high maintenance section. Regular care and maintenance is considered essential to the longevity and use of the section. Site grades should be maintained in such a manner as to allow for adequate surface runoff. Any potholes, depressions or excessive rutting that may develop should be repaired as soon as possible to reduce the possibility to the soil subgrade.

5.5 Site Preparation

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils that require undercutting at the time of construction.

Any fill and backfill placed on the site should consist of approved materials that are free of organic matter and debris. Suitable fill material should consist of either granular material or low-plasticity cohesive soil. Low-plasticity cohesive soil should have a liquid limit of less than 45 percent and a plasticity index of less than 25 percent. Based on our visual classifications the on site soils are considered suitable for re-use as fill. It is recommended that during construction these soils should be further tested and evaluated prior to use as fill. Fill should not contain frozen material and it should not be placed on a frozen subgrade.

The fill should be placed and compacted in lifts of 9 inches or less in loose thickness. Fill placed below structures or used to provide lateral resistance should be compacted to at least 98 percent of the material's maximum standard Proctor dry density (ASTM D-698). Fill should be placed, compacted, and maintained at moisture contents within minus 1 to plus 3 percent of the optimum value determined by the standard Proctor test.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform field density tests as each lift of fill is placed in order to evaluate compliance with the design requirements. Standard Proctor and Atterberg limits tests should be performed on the representative samples of fill materials before their use on the site.

5.6 Resistivity Analysis

Resistivity of the subsurface soils was measured at the site using a Nilsson Model 400 soil resistivity meter. The Wenner Vertical Profiling Method was used. With this array, potential electrodes are centered on a traverse line between the current electrodes and an equal "A" spacing between electrodes is maintained. Resistivity measurements were taken along 2 traverses located along the perimeter of the staked tower compound. Individual resistivity values at 5, 10, 15, 20, 30 and 40 foot spacings are presented on the soil resistivity test sheet in the Appendix.

6.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations

appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX



NORTH

Residence



Friendship Road

Wooded

Access Road

B-4



SITE

B-1



B-3



Wooded

Wooded

B-2



Abandoned Oil Pipe Line

Wooded

BORING LOCATION PLAN

SCALE: NTS

Terracon

Medley's Project Management
Reynolds Station Communication Tower
Fordsville, Kentucky
PROJECT NO. 57047491G

LOG OF BORING NO. B-1

CLIENT Medley's Project Management									
SITE Fordsville, Kentucky		PROJECT Reynolds Station Communication Tower							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 630 ft								
	LEAN CLAY , Yellowish Brown, Stiff with sand and gravel	3.5	626.5	CL	1	SS	15	7	31
	LEAN CLAY , Light Gray and brown mottled, Hard	6	624	CL	2	SS	15	35 50/3	18
	SEVERELY WEATHERED SHALE , Yellowish brown and gray, Soft	13	617		3	SS	12	35 50/2	9
	Auger Refusal at 13 feet, Began Coring WEATHERED SHALE , Brown to yellowish brown, Thin bedded, Soft with a trace of sand	23	607		4	SS	0	50/2	
	Boring Terminated at 23 feet				5	DB	100%	RQD 0%	

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft

WL	▽	▽
WL	▽	▽
WL	Dry Upon Auger Completion	



BORING STARTED		2-2-05	
BORING COMPLETED		2-28-05	
RIG	CME-550	FOREMAN	GT
APPROVED	EJH	JOB #	57047491G

LOG OF BORING NO. B-2

CLIENT Medley's Project Management									
SITE Fordsville, Kentucky		PROJECT Reynolds Station Communication Tower							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 607 ft								
	SANDY CLAY , Orangish brown and gray, Stiff to very stiff	-	CL	1	SS	15	10	13	
5.5		-	CL	2	SS	0	36 50/4		
	Auger Refusal at 5.5 feet, Boring Terminated	5-							
		601.5							

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft

WL	▽		▽
WL	▽		▽
WL	Dry Upon Auger Completion		



BORING STARTED		2-2-05	
BORING COMPLETED		2-2-05	
RIG	CME-550	FOREMAN	GT
APPROVED	EJH	JOB #	57047491G

LOG OF BORING NO. B-3

CLIENT Medley's Project Management												
SITE Fordsville, Kentucky		PROJECT Reynolds Station Communication Tower										
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS				
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf		
				8	626							
												5
Approx. Surface Elev.: 634 ft LEAN CLAY , Orangish brown and Gray, Stiff to Very Stiff, with sand and sandstone fragments		—	CL	1	SS	18	9	24				
		—	CL	2	SS	0	50/3					
		—	CL	3	SS	0	50/2					
Auger Refusal at 8 feet, Boring Terminated		—										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft

WL	▽	▽	
WL	▽	▽	
WL	Dry Upon Auger Completion		



BORING STARTED		2-2-05	
BORING COMPLETED		2-2-05	
RIG	CME-550	FOREMAN	GT
APPROVED	EJH	JOB #	57047491G

LOG OF BORING NO. B-4

CLIENT Medley's Project Management									
SITE Fordsville, Kentucky		PROJECT Reynolds Station Communication Tower							
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS	
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf
	Approx. Surface Elev.: 626 ft								
	LEAN CLAY , Brown, Stiff	2.5	CL	1	SS	18	8	25	
	SANDY CLAY , Orangish brown and gray, Very Stiff	623.5	CL	2	SS	0	30 50/2		
	WEATHERED SHALE , Orangish Brown and gray, Soft with sand	8.5	CL	3	SS	10	22 50/3	15	
	Auger Refusal at 10 feet, Began Coring SANDSTONE , Orangish brown and gray to brown, Weathered to fresh, Soft to hard	617.5		4	SS	8	21 50/2		
	Boring Terminated at 15 feet	616		5	DB	100%	RQD 20%		
		611							

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft	
WL ∇	∇
WL ∇	∇
WL	Dry Upon Auger Completion



BORING STARTED		2-2-05
BORING COMPLETED		2-28-05
RIG	CME-550	FOREMAN GT
APPROVED	EJH	JOB # 57047491G

BOREHOLE 89 LOGS.GPJ TERRACON.GDT 3/2/05



Project: Reynolds Station
Project No.: 57047491G
Performed By: JAC
Checked By: JLT

Soil Resistivity

ASTM G57 Test Method for Field Measurement of Soil Resistivity Using Wenner Four - Electrode Method

At-Grade Measurements (equal rod spacing)

Location	Depth of Interest (feet)	Electrode Spacing from Center (feet)		Resistance (ohms)		Resistivity (ohm-cm)
		Inner	Outer	Dial Reading	Range Switch	
A- A'	5	2.5	7.5	1.1	10.0	10533
	10	5	15	3.2	1.0	6128
	15	7.5	22.5	0.9	1.0	2585
	20	10	30	0.6	1.0	2298
	30	15	45	2.3	0.1	1321
	40	20	60	0.6	0.1	460
B-B'	5	2.5	7.5	1.0	10.0	9575
	10	5	15	3.8	1.0	7277
	15	7.5	22.5	1.7	1.0	4883
	20	10	30	0.9	1.0	3447
	30	15	45	1.0	1.0	5745
	40	20	60	1.3	0.1	996

Resistivity (ohm-cm) = $2 \cdot \pi \cdot a \cdot R \cdot 30.48$
R = resistivity (dial reading * range switch)
a = electrode spacing

Equipment Usage: Nilsson Soil Resistance Meter - Model 400

Additional Notes: _____

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1- ³ / ₈ " I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 - 1,000	2-3	Soft
1,001 - 2,000	4-6	Medium Stiff
2,001 - 4,000	7-12	Stiff
4,001 - 8,000	13-26	Very Stiff
8,000+	26+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

GENERAL NOTES

Description of Rock Properties

WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

HARDNESS (for engineering description of rock -- not to be confused with Moh's scale for minerals)

Very hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock^a

Spacing	Joints	Bedding/Foliation
Less than 2 in.	Very close	Very thin
2 in. – 1 ft.	Close	Thin
1 ft. – 3 ft.	Moderately close	Medium
3 ft. – 10 ft.	Wide	Thick
More than 10 ft.	Very wide	Very thick

Rock Quality Designator (RQD) ^b		Joint Openness Descriptors	
RQD, as a percentage	Diagnostic description	Openness	Descriptor
Exceeding 90	Excellent	No Visible Separation	Tight
90 – 75	Good	Less than 1/32 in.	Slightly Open
75 – 50	Fair	1/32 to 1/8 in.	Moderately Open
50 – 25	Poor	1/8 to 3/8 in.	Open
Less than 25	Very poor	3/8 in. to 0.1 ft.	Moderately Wide
		Greater than 0.1 ft.	Wide

- a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.
b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.
U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^A

				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F	
		Gravels with Fines More than 12% fines ^C	More Fines classify as ML or MH Fines classify as CL or CH	GP GM GC	Poorly graded gravel ^F Silty gravel ^{F,G,H} Clayey gravel ^{F,G,H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I	
		Sands with Fines More than 12% fines ^D	Fines classify as ML or MH Fines Classify as CL or CH	SP SM SC	Poorly graded sand ^I Silty sand ^{G,H,I} Clayey sand ^{G,H,I}	
		Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J $PI < 4$ or plots below "A" line ^J	CL ML	Lean clay ^{K,L,M} Silt ^{K,L,M}
			organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line PI lots below "A" line	CH MH	Fat clay ^{K,L,M} Elastic Silt ^{K,L,M}	
		organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,O}	
	Highly organic soils		Primarily organic matter, dark in color, and organic odor	PT	Peat	

^A Based on the material passing the 3-in. (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E C_u = D_{60}/D_{10} \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

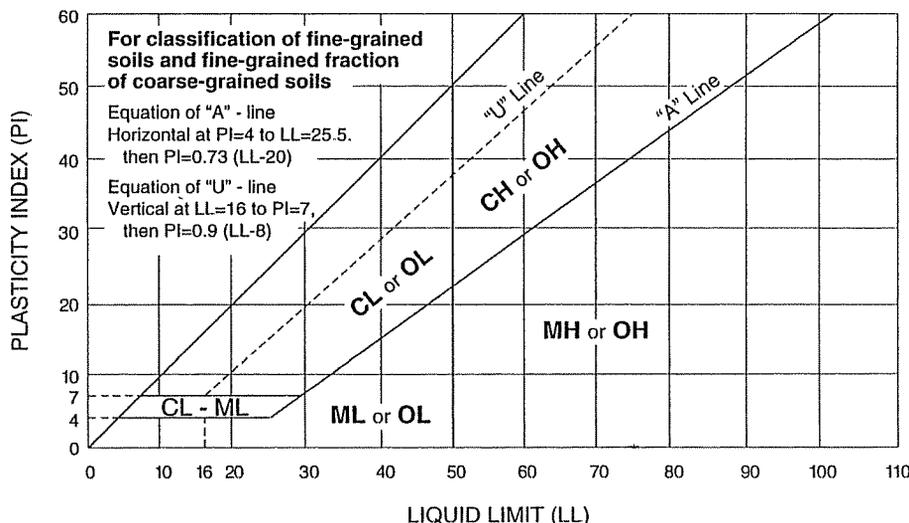
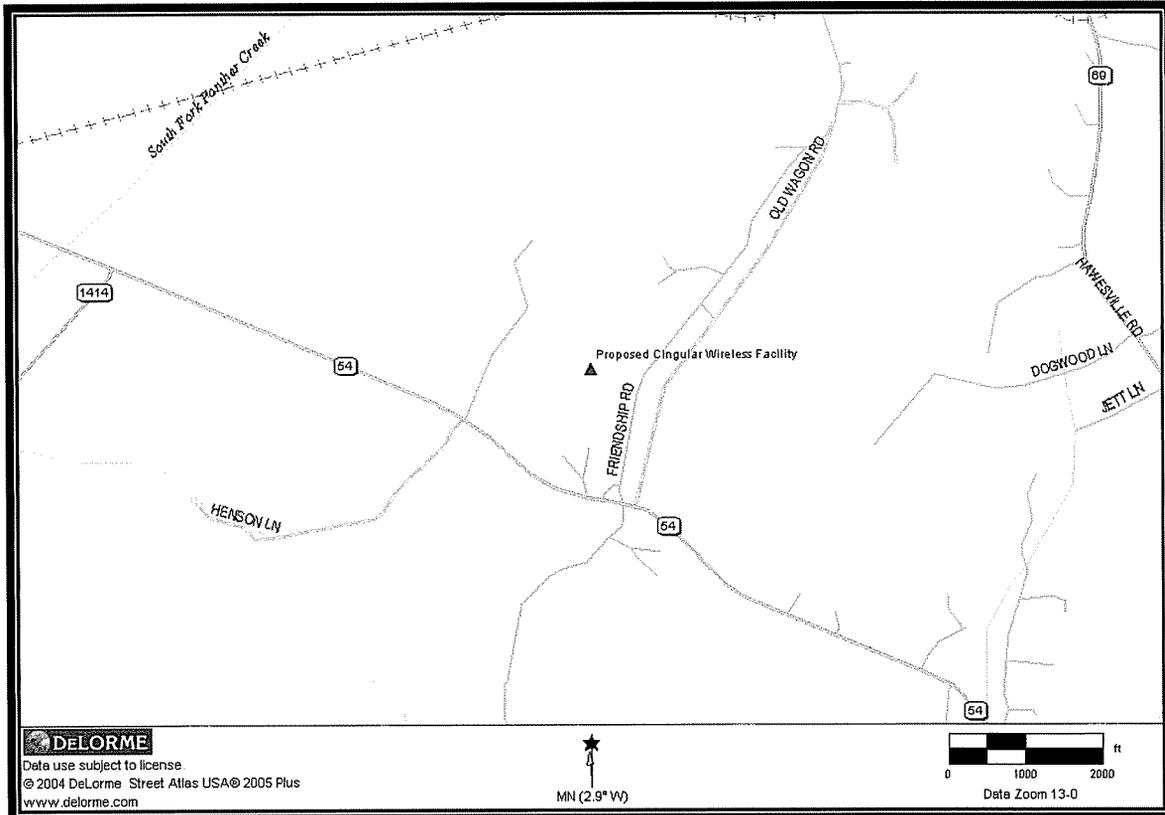


EXHIBIT I
DIRECTIONS TO WCF SITE

REYNOLDS STATION DRIVING DIRECTIONS TO PROPOSED FACILITY

SITE NAME: REYNOLDS STATION



- From the Ohio County seat in Hartford take East Washington Street to US 231. Turn right and travel to Hoopee Hill Road. Turn right and travel to Park Ridge Road. Turn left and travel to SR 1414. Turn right and travel to SR 54. Turn right and travel to Friendship Road. The site is located in the woods on the left at 347 Friendship Road.
- Prepared by Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: (800) 516-4293.

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

Site Name: Reynold's Station

Site No: _____

OPTION AND GROUND LEASE AGREEMENT

~~November~~ THIS OPTION AND LEASE AGREEMENT, made this 1st day of ~~October~~, 2004, by and between M. Douglas Smith and Larry D. Smith, brothers (the "LANDLORD"), and BELLSOUTH MOBILITY LLC, a Georgia limited liability company, doing business as Cingular Wireless, its affiliates, successors and assigns (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located at Friendship Lane in Ohio County, Commonwealth of Kentucky (the "Parent Tract"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 10,000 square feet, together with a right of way thereto, and if TENANT chooses to erect a guyed tower; easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower which shall extend 300 feet [add footage needed for guying radius required for specific tower design plus a minimum of 20 feet for fencing around guy points] in all directions from the base of the tower; as hereinafter described (such portion of real property, such right of way, and easements being hereinafter called the "Leased Property"). The Parent Tract is more specifically described in Exhibit "A" attached hereto and made a part hereof. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

OPTION

NOW THEREFORE, in consideration of the sum of [REDACTED] (the "Option Money"), to be paid by TENANT to LANDLORD within thirty (30) days after TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "Option") to lease the Leased Property in accordance with the terms and conditions set forth herein.

A. **Option Period.** The Option may be exercised at any time on or prior to April 30, 2005 (the "Option Period"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including October 31, 2005, with an additional payment by TENANT to LANDLORD of [REDACTED]. The Option Period may be further extended by mutual written agreement. If TENANT fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

B. **Transfer of Option.** The Option may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or to any affiliate or subsidiary of, or partner in, TENANT or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned or delayed.

Site Name: Reynold's Station

Site No: _____

From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

C. **Changes in Leased Property During Option Period.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell, or change the status of the zoning of, the Leased Property or any of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

D. **Title.** LANDLORD warrants that LANDLORD holds good and marketable title to the Leased Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property and no restrictive covenants or other encumbrances on the title to the Leased Property that would prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement.

E. **Inspections.** LANDLORD shall permit TENANT and TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to and from the Leased Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations and similar activities as TENANT may deem necessary or desirable (collectively, the "**Inspections**"), at the sole cost of TENANT. The scope, sequence and timing of the Inspections shall be at the sole discretion of TENANT. The Inspections may be commenced at any time during the aforementioned Option Period and, if the Option is exercised, at any time during the term of this Agreement. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury or physical damage to the Leased Property, LANDLORD's Surrounding Property or the property of third parties resulting from any Inspections. Upon written request, TENANT shall furnish to LANDLORD copies of the environmental findings. However, LANDLORD shall not rely on said environmental findings for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.

F. **Surveys.** LANDLORD also hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

G. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

H. **Utility Services.** During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Leased Property or other portions of LANDLORD's Surrounding Property, by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to grant an additional right-of-way either to TENANT or to the utility company at no cost to TENANT. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD, upon demand, of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees and attorney's fees and other legal expenses of TENANT. In the event LANDLORD desires to relocate the utilities and utility easement(s), LANDLORD will obtain all certificates, permits and other approvals required by the utility company at LANDLORD's sole cost. All activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

I. **Exercise of Option.** TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a Lease Agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Friendship Road, to the Leased Property, as such right of way is shown on Exhibit "B" hereto. Said easement and right of ingress and egress shall extend to the guy anchors for the purpose of maintenance, inspection, and installation.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT (the "**Commencement Date**"), at an annual rental of \$ [REDACTED], to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement. TENANT's obligation to pay Rent is contingent upon TENANT's receipt of a W-9 form setting forth the tax identification number of the LANDLORD or the person or entity to whom Rent checks are to be made payable as directed in writing by the LANDLORD.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ [REDACTED]
2nd	\$ [REDACTED]
3rd	\$ [REDACTED]
4th	\$ [REDACTED]

The annual rental for any extended term shall be payable in the same manner as the annual rental

for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property which may include the tower's anchor guy points (collectively, the "**Communications Facility**"). TENANT shall be allowed, at any time and from time to time during the term of this Agreement, to modify, supplement, replace, remove or relocate any of the improvements or equipment at the Leased Property, including the antennas, microwaves or other appurtenances, in such manner as TENANT may determine in its sole discretion. All improvements, modifications, supplements, replacements, removals or relocation which are necessary for use by TENANT or its subtenants, licensees or sublicensees, shall be made at no expense to LANDLORD. LANDLORD grants TENANT, its subtenants, licensees and sublicensees, the right to use such portions of LANDLORD's Surrounding Property as may reasonably be required during construction, installation, maintenance and operation of the Communications Facility or any equipment therein or thereon. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of any improvements on the Leased Property, excluding repair and maintenance required due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors. TENANT shall have the right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon TENANT's tower or tower's guy wires. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against the LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

9. **Insurance.** Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing

protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

10. **Self- Insurance.** TENANT shall have the right to self-insure with respect to any of the above insurance requirements.

11. **Indemnification.**

(a) TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents.

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or Landlord's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

12. **Sale of Leased Property.**

(a) If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use.

(b) In the event any person, corporation, partnership, limited liability company or other legal entity (the "Buyer") shall deliver to LANDLORD a bona fide, written

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offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

(c) TENANT'S right of first refusal shall not apply in the event of a sale, transfer or conveyance of the Leased Property or LANDLORD's interest in the Leased Property in connection with the foreclosure of any mortgage, deed of trust, deed to secure debt or other similar instrument encumbering the Leased Property, whether by judicial or non-judicial sale, or by deed or assignment in lieu of foreclosure, nor shall TENANT's right of first refusal apply in the event of a sale, transfer or conveyance of LANDLORD's interest in the Leased Property to an affiliate of LANDLORD, which sale, transfer or conveyance shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time. An "affiliate" of LANDLORD shall mean any corporation, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the ownership interest is held by LANDLORD or the majority shareholder of LANDLORD or, in the case of any individual, the immediate family of such individual or a trust established for estate planning purposes where the primary beneficiaries of such trust are such individual or members of the immediate family of such individual. For purposes hereof, "immediate family" shall mean the spouse, brothers, sisters and descendants of such individual.

(d) Any sale, transfer or conveyance of the Leased Property in violation of the provisions of this Section shall be null and void.

13. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. **Assignment.** TENANT may assign, sublease, license or otherwise transfer this Agreement at any time upon notice to LANDLORD.

15. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property,

or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

16. **Casualty.** If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

17. **Subordination.** LANDLORD shall obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

18. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such

documentation is received by TENANT.

19. **Hazardous Substances.** LANDLORD warrants, represents and agrees that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 19.

20. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

21. **Notices.** Except as otherwise provided herein, any notices or demands

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which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, telegram or other similar communication, or sent via facsimile confirmed by an original hard copy sent as otherwise provided herein, or by certified or registered mail, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of hand deliveries, when delivered; in the case of telegrams, facsimiles or similar communications when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:

M. Douglas Smith
1963 State Rte 54 W
Fordsville, KY 42343
Cell Phone No.:270-316-5454

If to TENANT:

Cingular Wireless
6100 Atlantic Boulevard
Mail Code GAN02
Norcross, GA 30071
Attn: Real Estate Department
Facsimile No.: 678-418-4166

With a copy to TENANT's
Regional Counsel:

Cingular Wireless
Legal Department
5565 Glenridge Connector, Suite 1700
Atlanta, GA 30342
Facsimile No.: 404-236-5574

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

22. **Termination.**

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD and a lump sum payment to LANDLORD in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of the LANDLORD a written cancellation of the Agreement vacating the Leased Property in recordable

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form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

23. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

24. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and

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the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

25. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

26. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

27. **Brokers/Agents.** LANDLORD and TENANT warrant to each other that they were represented in this transaction by _____ ^{NA} and _____ ^{NA}, respectively, and by no other real estate brokerage firms, agents or other intermediaries. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

28. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

29. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

30. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

31. **Confidentiality.** LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

32. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall

Site Name: Reynold's Station

Site No: _____

constitute covenants running with the land.

33. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

Site Name: Reynold's Station

Site No: _____

IN WITNESS WHEREOF, the parties have executed this Option and Ground Lease Agreement as of the day and year first above written.

LANDLORD:

Larry D. Smith
BY: (Larry D. Smith)

M. Douglas Smith
BY: (M. Douglas Smith)

LARRY D. SMITH
Print Name:

M. Douglas Smith
Print Name:

Title: Landlord

Title: Landlord

Date: OCT 19, 2004

Date: OCT 19, 2004

COMMONWEALTH OF KENTUCKY

COUNTY OF OHIO

Before me, MICHAEL W. CECIL, notary public of the State and County aforesaid, personally appeared M. Douglas Smith and Larry D. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged themselves to be Landlords (title), and that they as such representative, executed the foregoing instrument for the purpose therein contained, and signed the names of M. Douglas Smith and Larry D. Smith by themselves as Landlords (title).

Witness my hand and seal, at office in Whitesville, this 19th day of OCT, 2004.

Michael W. Cecil
Notary Public

My Commission Expires: 6-26-07

TENANT: **BELLSOUTH MOBILITY LLC**,
a Georgia limited liability company,
d/b/a Cingular Wireless

[Signature]

Site Name: Reynold's Station

Site No: _____

William Plantz

Title: Executive Director

Date: 11-01-04

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Mary Lee R. Fisher, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director (or other officer authorized to execute the instrument) for BellSouth Mobility LLC, the within named bargainor, a Georgia limited liability company d/b/a Cingular Wireless, and that he as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of the company, by himself (herself) as Executive Director.

Witness my hand and seal, at office in Brentwood, TN, this 1st day of November, 2004


Notary Public

My Commission Expires: 4-9-06

Site Name: Reynold's Station
Site No: _____

EXHIBIT "A"

Parent Tract Description

OCT 27 1988 4:00 PM
AM 6:00 PM CLERK
CLEAR
Ohio County Court, Kentucky

Located in Ohio County, Kentucky.
BEGINNING at a stone near grave yard; thence Southeast 8 poles to a stone; thence South 16 West 3½ poles to a stone; thence South 40 East 103 poles to a hickory; thence South 10 East 7 poles to two hickories; thence West 148 poles to an ash, corner to John Royal; thence North 82 poles to a Beech; thence North 88 East 72 poles to a white oak; thence North 15 poles to the point of beginning, containing 63 acres, more or less.

RESERVING to J.S.M. Royal and his heirs one-half of the oil rights on the above described land, as provided in Deed Book 72, Page 569.

AND BEING the same property conveyed to Robert Keown from Larkin Denton, unmarried, and Ora Keown Bellamy, unmarried, by deed dated the 6th day of September, 1988, and of record in Deed Book 266, Page 652, Office of the Ohio County Court Clerk.

Site Name: Reynold's Station

Site No: _____

EXHIBIT "B"

Description of Leased Property

An approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities legally described as follows:

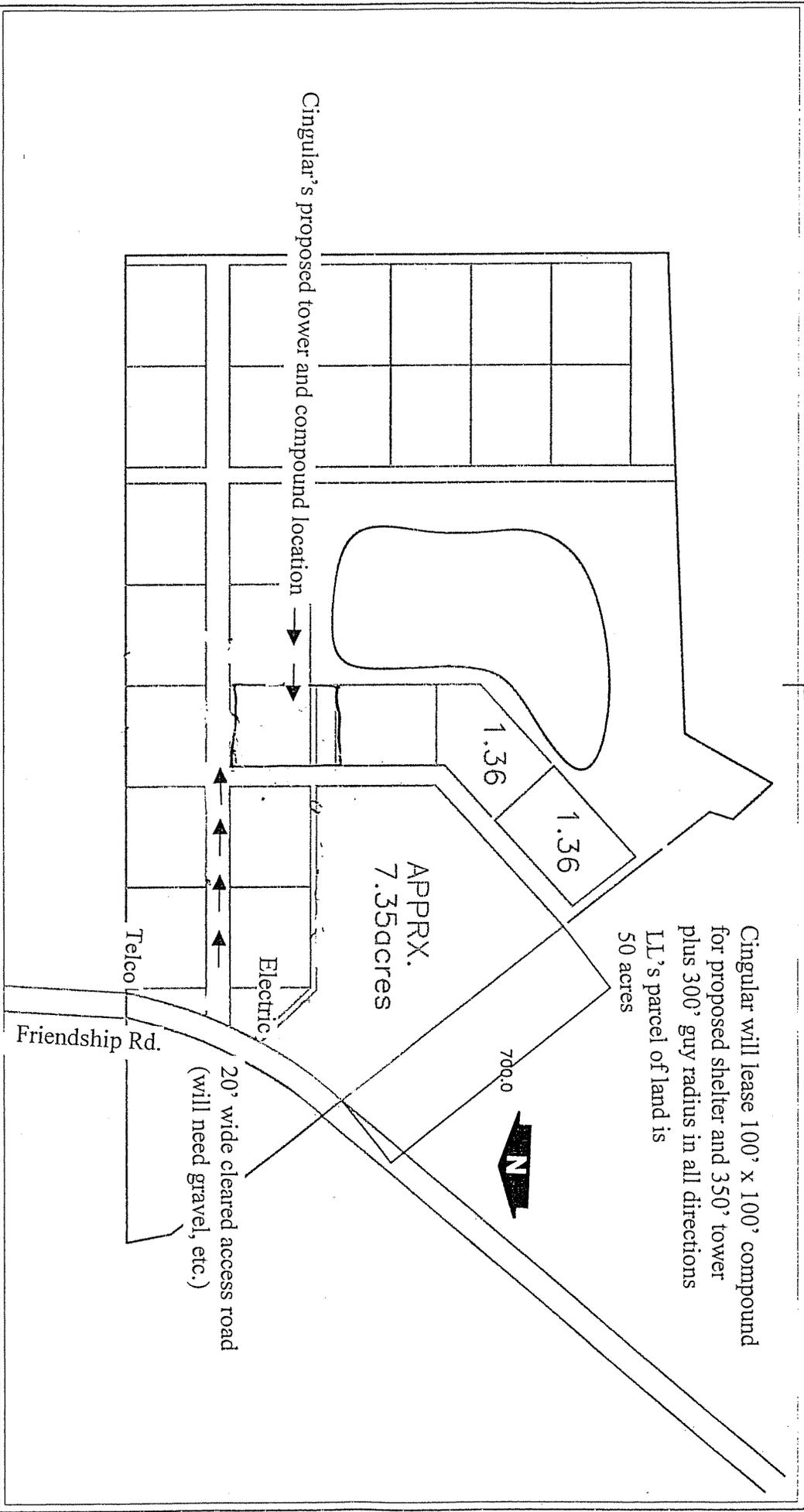
(to be inserted upon the receipt of the survey of the Leased Property)

And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

SITE DRAWING
 (Professional A & E drawings to be provided at later date for Landlord's approval)



Landlord: M. Douglas Smith and
 Larry D. Smith
 Site location: .3 of a mile from
 State Hwy. 54 on Friendship Road
 (east side of Friendship Road)

REMARKS: 		TITLE: <h2 style="text-align: center;">RapidPro Pro. C.A.D. Services</h2> P. O. Box 86 Fordsville KY 42343	
CHK'D. BY:	DATE:	DWG. NO.:	REV:
DRAFTER:	SCALE:	SHEET:	OF:

**EXHIBIT K
NOTIFICATION LISTING**

REYNOLDS STATION LANDOWNER NOTICE LISTING

M. Douglas Smith & Larry D. Smith
1963 State Route 54 W.
Fordsville, KY 42343

Carl Henry, Sr. & Steve R. Henry
3774 Hwy. 54
Reynolds Station, KY 42368

William Kent Bland
01725 Bauman Road
Boyne City, MI 49712

Danny Slack
P.O. Box 172
Fordsville, KY 42343

M. Douglas Smith & Larry D. Smith
1963 State Route 54 W.
Fordsville, KY 42343

Larry and Norma Magan
207 Friendship Road
Fordsville, KY 42343

Garry Stone
403 Deaneffield Church Road
Reynolds Station, KY 42368

Mary Yvonne Probus
330 Friendship Road
Fordsville, KY 42343

Jody Barnett and Tonya Barnett
544 Friendship Road
Fordsville, KY 42343

James R. Turner
377 Friendship Road
Fordsville, KY 42343

Jimmy and Debbie Howard
573 Friendship Road
Fordsville, KY 42343

Roscoe W. & Virginia J. Burks
Herman Ambrose, Jr. & Sandy Ambrose
5836 State Route 1414
Hartford, KY 42347

Lowell Kenneth Westerfield
3912 Veach Rd.
Owensboro, KY 42303

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Reynolds Station**

Dear Landowner:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Friendship Road, Fordsville, Kentucky 42343. The proposed facility will include a 350-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Ohio County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or adjacent to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00204 in any correspondence sent in connection with this matter.

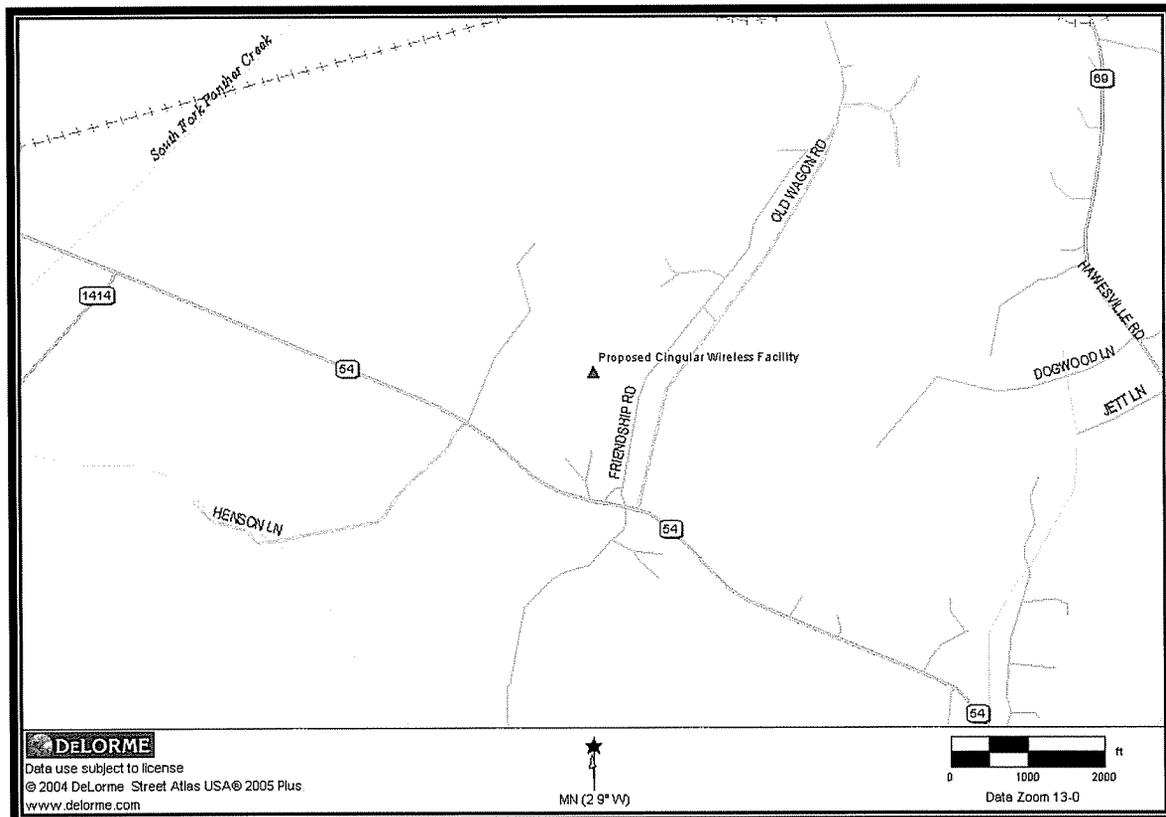
We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,
David A. Pike
Attorney for New Cingular Wireless PCS, LLC

enclosure

REYNOLDS STATION DRIVING DIRECTIONS TO PROPOSED FACILITY

SITE NAME: REYNOLDS STATION



- From the Ohio County seat in Hartford take East Washington Street to US 231. Turn right and travel to Hoopee Hill Road. Turn right and travel to Park Ridge Road. Turn left and travel to SR 1414. Turn right and travel to SR 54. Turn right and travel to Friendship Road. The site is located in the woods on the left at 347 Friendship Road.
- Prepared by Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: (800) 516-4293.

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

May 20, 2005

VIA CERTIFIED MAIL

Hon. Wayne Hunsaker
Ohio County Judge Executive
Ohio County Courthouse
P.O. Box 146
Hartford, KY 42347-0146

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2005-00204
Site Name: Reynolds Station

Dear Judge Hunsaker:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Friendship Road, Fordsville, Kentucky 42343. The proposed facility will include a 350-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00204 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.

Please feel free to contact us with any comments or questions you may have.

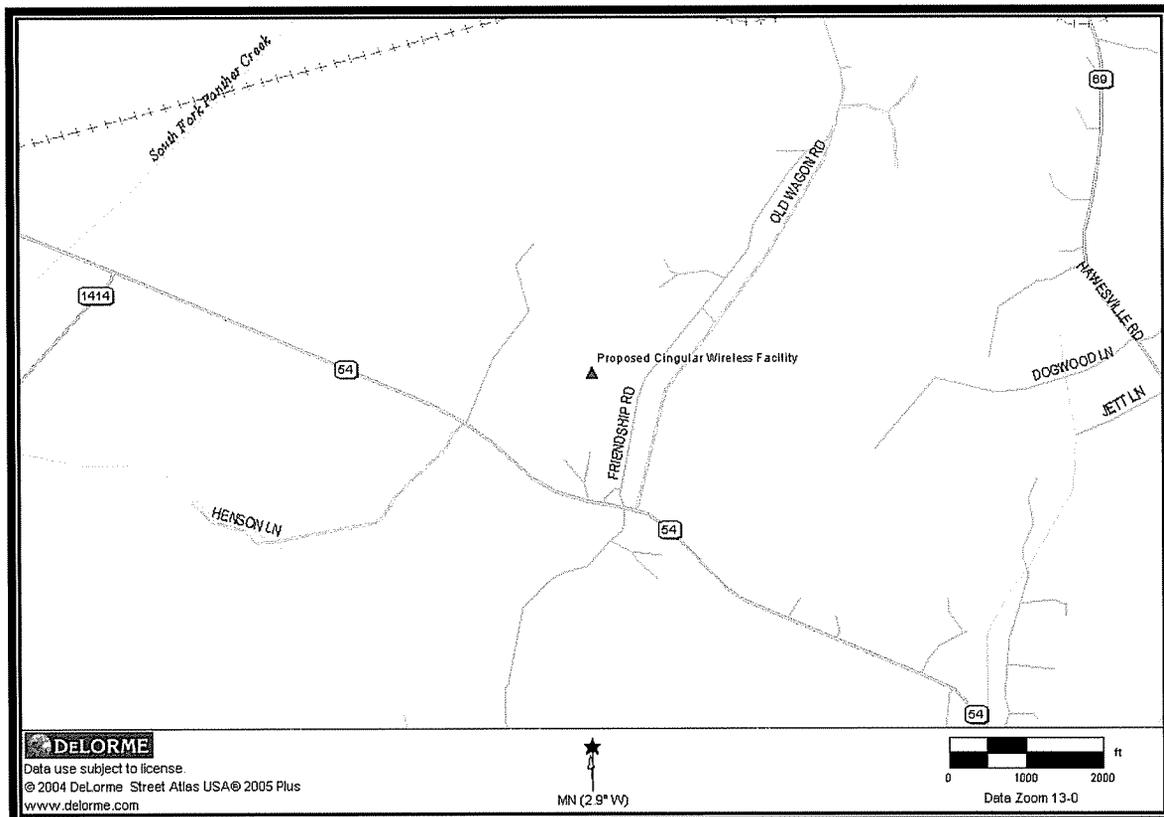
Sincerely,

David A. Pike
Attorney for New Cingular Wireless PCS, LLC

Enclosure

REYNOLDS STATION DRIVING DIRECTIONS TO PROPOSED FACILITY

SITE NAME: REYNOLDS STATION



- From the Ohio County seat in Hartford take East Washington Street to US 231. Turn right and travel to Hoopee Hill Road. Turn right and travel to Park Ridge Road. Turn left and travel to SR 1414. Turn right and travel to SR 54. Turn right and travel to Friendship Road. The site is located in the woods on the left at 347 Friendship Road.
- Prepared by Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Toll free: (800) 516-4293.

EXHIBIT N
COPY OF POSTED NOTICES

REYNOLDS STATION NOTICE SIGNS

Two notice signs two (2) feet by four (4) feet in size, with the following text printed in black against a white background. The text in bold on each sign should be printed in letters at least four (4) inches high.

New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00204 in your correspondence.

New Cingular Wireless PCS, LLC proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00204 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Sherri A Lewis
RF Design Engineer
West Kentucky/Louisville
3231 North Green River Road
Evansville, IN 47715
Phone: 812-457-3327

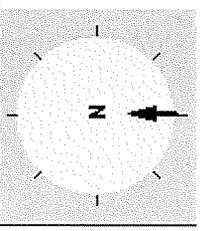
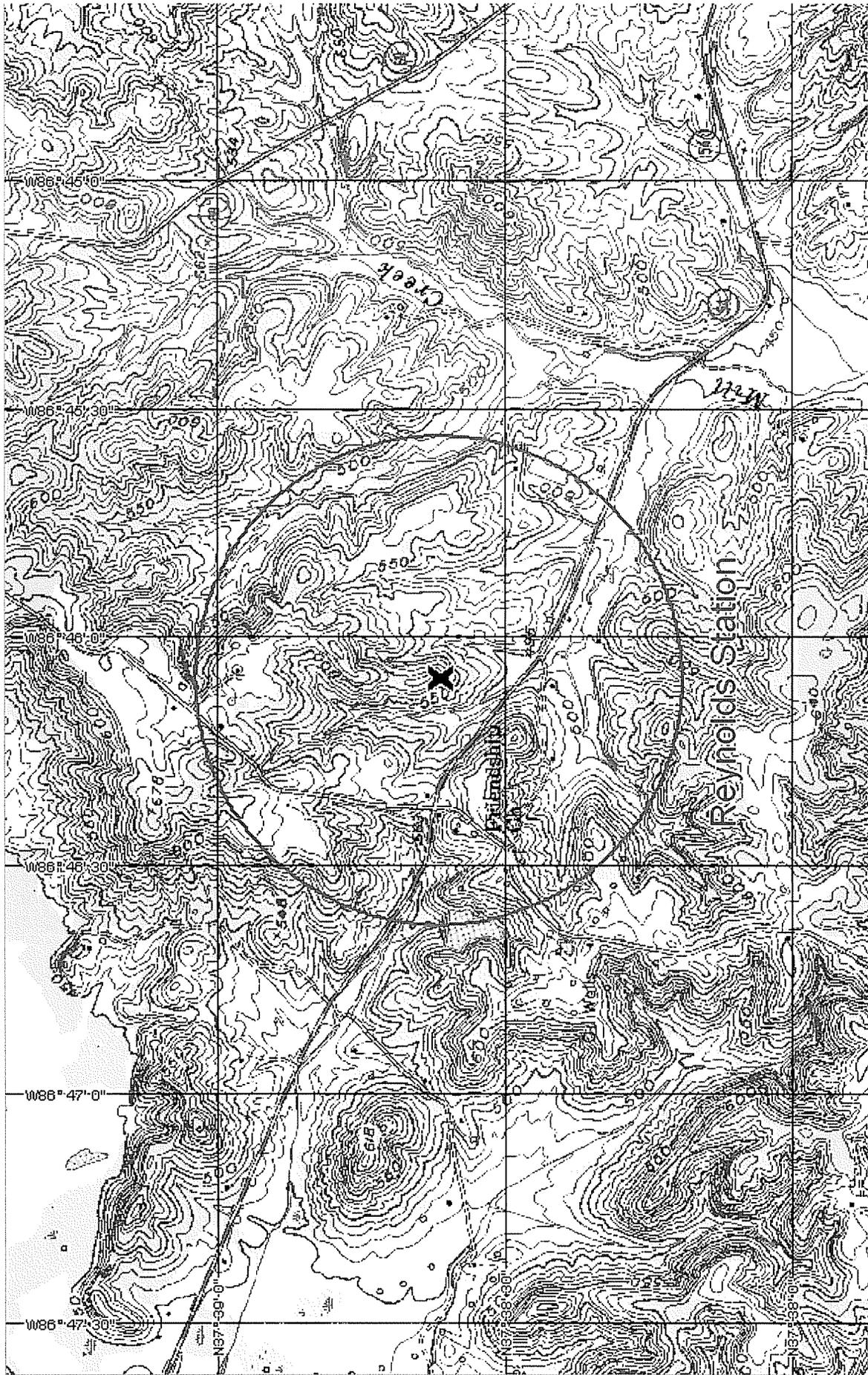
February 23, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to state the need of the proposed Cingular Wireless site called Reynolds Station, to be located in Ohio County, KY. The Reynolds Station site is necessary to improve coverage and eliminate interference in northern Ohio County, near the city of Reynolds Station. This site will improve the coverage and reduce interference on SR 54, SR 69, and in the town of Reynolds Station. Our closest existing site to this area is over 6 miles away; thus, there is currently no dominant server in this area. This lack of a dominant server causes many quality issues for the customers. Currently customers in this area experience high dropped calls and may experience areas of no service. With the addition of this site, the customers in this area of Ohio County will experience improved reliability, better in-building coverage, and improved access to emergency 911 services.

Sherri A Lewis
RF Design Engineer



Reynolds Station Search Area